

Coega Industrial Development Zone (IDZ) and Port of Ngqura

LABOUR MANAGEMENT FRAMEWORK

The Coega Development Corporation (CDC) and the Transnet National Ports Authority (TNPA), jointly referred to hereinafter as the Zone Operator, have placed a number of contractual obligations on Contractors, including the Contractor's obligations in terms of fulfilling the Employment / Industrial Relations requirements of the Zone Operator, as well as those of the specific Client.

It is the desire of the Zone Operator and the Client that Employment / Industrial Relations practices, procedures and processes that are implemented within the IDZ during the construction phases of projects are uniform and of the highest possible standard. The objective of this approach is to promote an environment that is healthy, safe, efficient, productive, harmonious and free of disruption. Such an environment will clearly assist Contractors in implementing their projects successfully. All Contractors within the IDZ have a role and responsibility in achieving this objective.

To this end, certain mechanisms and structures have been put in place to ensure that all participants in projects on the Coega IDZ and the Port of Ngqura are aware of the Employment / Industrial Relations requirements and obligations that are contractually binding on them, and that these are properly implemented and complied with.

A key component of the Employment / Industrial Relations requirements and obligations is the proper and timeous completion of Standard Labour Documentation. The formats of the Standard Labour Documentation will be made available in electronic format at each construction contract commencement meeting.

Documentation will be provided to the prospective Clients and Contractors in order to ensure a comprehensive understanding of the supportive Coega Labour Management requirements and allows for the prospective Contractor to tender accordingly.



**COEGA
DEVELOPMENT
CORPORATION
(PTY) LTD**

**Coega Industrial
Development Zone
(IDZ) and Port**

Industrial Relations Policy,
Principles and
Requirements for the
Coega IDZ and Port

Document Numbers
Coega/HR/IRIDZ/001
Rev F. 11.06.02

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DOCUMENT CONTROL SHEET

The purpose of this form is to ensure that documents are reviewed and approved prior to issue. The form is to be bound into the front of all documents released by the EMPLOYER.

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FOR THE COEGA IDZ AND PORT

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Distribution: CEO's Office and Functional Areas.

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by the Change Control Procedure document.

Signed: _____ Date: _____

Executive Manager: Corporate Services

Signed: _____ Date: _____

Labour Relations Specialist

Signed: _____ Date: _____

Quality Assurance Manager

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TABLE OF CONTENTS

1. Definitions
2. Introduction
3. Industrial Relations Policy, Philosophy and Principles
4. Requirements of the ZONE OPERATOR in relation to Industrial Relations in the IDZ
5. Compliance with Legislation and the Validity of Statutory Collective Bargaining Systems and Instruments
6. Industrial Development Zone Labour Agreement (ZLA)
7. Induction Programmes
8. Industrial Relations Procedures, Practices And Standards
9. Employment Of Local And Seconded Labour
10. Training of Local Labour
11. Recruitment of Labour to the IDZ
12. Pay Procedures and Payment of Wages
13. Accommodation, ~~Lunch Packs~~ and Transport
14. Withdrawal of Access to the IDZ
15. Communication And Co-Coordinating Structures
16. Industrial Action Policy
17. Subcontractors
18. Labour Harmony
19. Industrial Relations Reporting Requirements
20. Schedule of Specific Costs Associated with the Implementation of the Industrial Relations Policy
21. General
- 22. Addendum No. 1 of the IR Policy has been attached.**

APPENDIX 1 – ZONE LABOUR AGREEMENT (ZLA)

1 DEFINITIONS

- 1.1 “**Contractor**” means Building Contractor, Civil Engineering Contractor, MEIP Contractor and joint venture partnership and their sub-contractors, conducting construction work and related activities in the Zone.
- 1.2 “**Contractors Industrial Relations Coordinator**” means the person employed by the Contractors to coordinate industrial relations matters of the Contractors on a Project.
- 1.3 “**Core Employee**” means an employee of the Contractor, either on permanent staff or contracted in, whose skills are deemed to be essential and integral to the construction activities of the Contractor.
- 1.4 “**CDC**” means Coega Development Corporation, or their designated representative, which is responsible for the development and operation of the IDZ, hereinafter referred to as the “**ZONE OPERATOR**”
- 1.5 “**Employee**” means an employee of the Contractor
- 1.6 “**General Construction Manager**” (**GCM**) means a contracting entity that performs the role of a managing contractor, for a project or development, for and on behalf of the Zone Operator, an owner or an investor, during the construction phase, irrespective of the contractual arrangement between themselves.
- 1.7 “**IDZ**” means the Coega Industrial Development Zone.
- 1.8 “**Industry Agreements**” means the minimum wage rates, conditions of employment, and regulating mechanisms for the Metal and Engineering Industries-MEI (the Main Agreement) and/or, the Sectoral Determination for the Civil Engineering Industry and/or the Building Industry Collective Agreements.
- 1.9 “**Local employee**” means a person who normally resides in the Nelson Mandela Metropolitan Municipality (NMMM) and who may be employed by a Contractor on IDZ, on a Limited Duration Contract of Employment. In instances where the Contractor is permanently based in the NMMM, his permanent employees will be deemed to be “core” employees and will be seconded to a project in the IDZ on a Secondment

Contract of Employment.

- 1.10 “**NPA**” means the National Ports Authority of South Africa, or their designated representative(s), who is responsible for the development and operation of the Port of Ngqurha.
- 1.11 “**NMMM**” means Nelson Mandela Metropolitan Municipality
- 1.12 “**PLA**” means a Project Labour Agreement to be negotiated between the Contractors and trade unions involved in a specific project within in the IDZ and which shall only apply to that specific project.
- 1.13 “**Permanent employee**” means an employee who has entered into a permanent employment contract with a contractor prior to secondment to the IDZ
- 1.14 “**Seconded employee**” means an employee who is a core employee of a contractor and who is seconded to a project within the Zone.
- 1.15 “**Service Provider**” means a contractor to the CDC or to projects or developments, providing services within the IDZ that are not associated with direct construction activities.
- 1.16 “**Standard Wage Rates**” shall mean the rates of pay for the respective categories of employment, as defined and set out in the wage schedules attached to the ZLA.
- 1.17 “**Take Out Item,**” means an item that is priced by the contractor separately, at a specified rate that can be excluded from the final overall cost in the event that the Zone Operator elects to provide the item at its own cost.
- 1.18 “**ZLA**” means the Zone Labour Agreement to be negotiated for the Industrial Development Zone that will apply to all construction projects within the Zone.
- 1.19 **Zone**” means the Coega Industrial Development Zone and Port of Ngqurha in the Coega district.

2 INTRODUCTION

- 2.1** The Coega Development Corporation (CDC) is extremely proud to be the appointed Developer and Zone Operator for the first Industrial Development Zone (IDZ) in South Africa. The challenges that this initiative brings are enormous. At the same time, the opportunities are significant. The core business of the CDC is to attract investors to the IDZ, to provide services and infrastructure requirements to these investors, to create an environment that is conducive to successful implementation of projects for investors that select the IDZ as a preferred location and, through this process, to ensure that the IDZ delivers substantial and sustainable economic development and benefits to the nation, the region and all stakeholders.
- 2.2** The development of the Port is a critical aspect of the IDZ and accordingly, the National Ports Authority (NPA) and the CDC have concluded an agreement to collaborate to ensure that the development of the IDZ and its sustainability is delivered successfully.
- 2.3** A key component in assuring the success of the IDZ lies in the human resources framework that is developed and adopted. The ZONE OPERATOR recognises the fundamental role that people will play in successful delivery. Accordingly, human resources development and people management systems and processes will be central to success and sustainability. Industrial relations are considered a key element in ensuring success.
- 2.4** It is therefore the desire of the ZONE OPERATOR that industrial relations practices, procedures and processes that are implemented within the IDZ during the development construction phases of projects are uniform and of the highest possible standard. The objective is to promote an environment that is healthy, safe, and free of disruption, efficient, productive and harmonious.
- 2.5** The specific role of the ZONE OPERATOR relative to industrial relations, is to provide an overall framework within which labour agreements can be developed, that reflect the particular needs of the IDZ and specific projects or developments, whilst taking due cognisance of the overall philosophy and framework.
- 2.6** In certain instances, primarily infrastructure projects, the role of the ZONE OPERATOR will be one of a “managing contractor” nature.
- 2.7** This Industrial Relations Policy sets out to establish the ZONE OPERATOR’S philosophy, expectations and requirements relative to the management of industrial relations within the IDZ.

- 2.8** The ZONE OPERATOR will appoint an Industrial Relations Specialist to implement and co-ordinate these activities.

3 INDUSTRIAL RELATIONS POLICY, PHILOSOPHY AND PRINCIPLES

- 3.1** The Industrial Relations Policy and philosophy of the ZONE OPERATOR, to be adopted for all projects, developments, service providers, contractors and employees, are enshrined in the following principles:

- 3.1.1 Compliance with all applicable legislation that governs labour relations in the Republic of South Africa;
- 3.1.2 Compliance with all applicable industry agreements and legislation, as defined;
- 3.1.3 Compliance with labour agreements that are negotiated between contractor employer associations and organised labour, in respect of the IDZ and projects within the IDZ;
- 3.1.4 Compliance with the concept of fair labour practices as developed by the judgements and rulings of the CCMA, Labour Courts and the Labour Appeal Court in the Republic of South Africa
- 3.1.5 Application of standard wage rates for all local and core employees
- 3.1.6 Fair and equitable terms and conditions of employment that are, as far as possible and practicable, uniform and standardised across the IDZ, through the mechanism of Zone Labour Agreement and individual Project Labour Agreements (PLA);
- 3.1.7 Compliance with all project procedures, rules and regulations that are prescribed, introduced or implemented by the ZONE OPERATOR or its duly authorised representative;
- 3.1.8 Promotion of labour stability, harmony and productivity at every possible opportunity;
- 3.1.9 Maximisation of local content in projects, developments, services, contracting and construction contracts and activities;
- 3.1.10 Development and empowerment of small, medium and micro enterprises in the local communities, particularly those from a previously disadvantaged background;
- 3.1.11 Skills training, development and transfer, both through the training initiatives and services of nominated training providers. On-the-job training and upgrading of skills and capacity will be provided by contractors;
- 3.1.12 Dedication and commitment to world-class performance and professionalism in the execution of any and all activities associated with the IDZ;

3.1.13 Mutual respect between all parties and individuals engaged in any employment relationship;

3.1.14 Honesty, integrity and transparency in all aspects and activities related to the IDZ.

3.2 All GCM's, service providers, contractors and employees who participate in the IDZ are required to adopt and subscribe to these principles.

4 REQUIREMENTS OF THE ZONE OPERATOR IN RELATION TO INDUSTRIAL RELATIONS IN THE IDZ

4.1 The ZONE OPERATOR requires that industrial relations within the IDZ be managed in a uniform and consistent manner by all projects, developments, service providers and contractors. The ZONE OPERATOR believes that a uniform approach by all participants will substantially assist in the establishment and maintenance of fair labour practices and labour harmony.

4.2 In addition, that such uniform approach and standards will provide certainty amongst employees within the IDZ, enabling them to focus on their productivity, performance, development and skills acquisition during their tenure of employment.

4.3 Accordingly, the ZONE OPERATOR requires that all projects, developments, service providers and contractors commit themselves to compliance with the industrial relations requirements that are detailed in this document.

5 COMPLIANCE WITH LEGISLATION AND THE VALIDITY OF STATUTORY COLLECTIVE BARGAINING SYSTEMS AND INSTRUMENTS

5.1 The Coega IDZ is situated in the Nelson Mandela Metropolitan Municipality (NMMM), in the Province of the Eastern Cape. Accordingly, South African labour legislation, including applicable national and regional collective bargaining agreements and wage regulatory instruments as defined, will have jurisdiction in the IDZ.

5.2 In turn, contractors and service providers will perform construction, fabrication, erection, installation and service activities, in the respective industry sectors that are governed by these national and regional bargaining agreements and sectoral determinations. Furthermore, sub contractors such as painters, scaffolding and

electrical will comply with the agreements of the Civil engineering, Building and MEIP contracting industries.

- 5.3** In instances where the contractor or service provider is not governed by an industry agreement or wage determination, or a specific instance is not regulated by the ZLA or applicable PLA, then compliance with the Basic Conditions of Employment Act (No.75 of 1997), as may be amended from time to time shall be the minimum requirement.

6 INDUSTRIAL DEVELOPMENT ZONE LABOUR AGREEMENT (ZLA)

- 6.1** In addition to compliance with the respective legislation and statutory and/or collective bargaining instruments as detailed above, and to ensure that all contractors and service providers implement standard and uniform employment conditions in respect of the various categories of labour, a Zone Labour Agreement shall be negotiated and implemented across the IDZ as a whole.
- 6.2** For this purpose, registered employer associations and trade unions from the relevant sectors of industry will be engaged to undertake negotiations and to conclude an agreement which shall become known as the Zone Labour Agreement (ZLA) and which shall apply to all contractors and service providers and their respective employees within the IDZ.
- 6.3** The ZLA negotiation process will be co-ordinated by the ZONE OPERATOR and the final ZLA will be ratified and endorsed by the ZONE OPERATOR.
- 6.4** The ZLA will, upon finalisation, form part of all "Request for Tender" (RFT) processes and shall become contractually binding on all projects and developments within the IDZ and on all contractors and service providers that are awarded a contract within the IDZ.
- 6.5** The ZLA shall therefore constitute the main and binding instrument governing terms and conditions of employment within the IDZ and matters covered by the ZLA shall not be open for negotiation at any other level.
- 6.6** In instances where the ZLA does not cover a particular aspect of the employment relationship in respect of projects or developments within the IDZ, alternatively, that specific circumstances relative to such projects and developments need to be

accommodated, then the employer associations and trade unions referred to above, shall, upon a request by the respective GCM, negotiate a Project Labour Agreement (PLA) for that specific Project in consultation with the ZONE OPERATOR, and the project GCM.

6.7 Typically, but not limited to, a PLA will include the following aspects:

- 6.7.1 Standard hours of work in compliance with legislation, including lunch and rest intervals;
- 6.7.2 Standard long weekend arrangements;
- 6.7.3 A standard project calendar, including leave, shutdown and public holiday arrangements;
- 6.7.4 Standard mechanisms for, and frequency of the payment of wages;
- 6.7.5 Communication structures and process flow; etc.

6.8 Such agreements shall be no less favourable than the ZLA.

6.9 Such agreements shall be ratified and endorsed by the ZONE OPERATOR and the specific project GCM.

6.10 The contractor or service provider shall, at all times, remain wholly responsible to manage his own industrial relations within the parameters established by the ZLA and the applicable PLA.

7 INDUCTION PROGRAMMES

7.1 The ZONE OPERATOR shall provide an IDZ specific Induction Programme for the benefit of all projects, developments, service providers, contractors and employees that are contracted to undertake activities within the IDZ. Attendance shall be certified before being permitted to commence work within the IDZ.

7.2 Generally, the Induction Programme shall cover the following areas:

- 7.2.1 Uniform objectives of the ZONE OPERATOR, investors, projects, developments, contractors and employees relative to the IDZ;
- 7.2.2 The expectations of the ZONE OPERATOR relative to the conduct of industrial relations within the IDZ, including the role and content of the ZLA;
- 7.2.3 Health, safety and environmental issues;

- 7.2.4 Rules and regulations applicable within the IDZ;
- 7.2.5 Accommodation, meals and transport arrangements applicable to the IDZ;
- 7.2.6 Payment of wages and project benefits through a wage bureau;
- 7.2.7 Standard wage rates;
- 7.2.8 Any other matters of relevance.

7.3 The ZONE OPERATOR shall provide all attendees with induction booklets covering the topics that were dealt with in the Induction Programme. The booklet will be available in English and Xhosa.

7.4 Where there are specific issues relative to individual projects or developments that are not covered by the ZONE OPERATOR'S induction programme, then a site-specific induction programme shall be provided by the specific project GCM accordingly.

7.5 In addition, all contractors and service providers shall induct employees into specific conditions of employment and administrative requirements that prevail at the level of the contractor or service provider. The contractor or service provider, in respect of all its employees, shall retain a summary of the programme content, together with a register of attendance and signed acknowledgement of understanding.

8 INDUSTRIAL RELATIONS PROCEDURES, PRACTICES AND STANDARDS

8.1 The ZONE OPERATOR desires that the industrial relations procedures and practices that are implemented within the IDZ are uniform and consistently applied by all projects, developments, contractors and service providers within the IDZ.

8.2 Accordingly, the ZONE OPERATOR requires that the development of standard and appropriate industrial relations procedures and practices form part of the ZLA negotiation process and be attached to ZLA as Annexures.

8.3 Such **procedures** shall include but not be limited to, for example:

- 8.3.1 Disciplinary code and procedures;
- 8.3.2 Grievance procedures;
- 8.3.3 Dispute resolution procedures;
- 8.3.4 Absenteeism;
- 8.3.5 Demobilisation procedure;

8.4 Such **practices** shall include but not be limited to, for example:

- 8.4.1 Transport requirements and standards for core employee home visits;
- 8.4.2 Pro-forma contracts of employment (Limited duration and secondment contracts);
- 8.4.3 Standard Wage Rates aligned to job categories for respective industry sectors;
- 8.4.4 Conduct of the parties in the event of industrial action;
- 8.4.5 Tool policy in respect of certain employment categories;
- 8.4.6 “No poaching” undertakings;
- 8.4.6 Communication structures and process flow; etc.

8.5 Such procedures and practices will thus be contractually binding on all projects, and between all project GCM's and respective contractors and service providers.

8.6 Compliance with the ZLA and all industrial relations procedures and practices, including wage records, payment procedures and pay-slips shall be auditable at the level of individual projects by the ZONE OPERATOR and at the level of a specific project, by the respective project GCM.

8.7 The ZONE OPERATOR reserves the right following consultation to require the parties to the ZLA to vary, supplement or amend any of the standard procedures and practices in line with the circumstances and development of the IDZ.

9 **EMPLOYMENT OF LOCAL LABOUR AND SECONDED LABOUR**

9.1 The contractor or service provider shall give preference to the employment of local labour in all employment categories.

9.2 The contractor or service provider may utilise seconded labour for the purposes of providing core skills for the works, provided that:

- 9.2.1 The required skills are not available locally through the ZONE OPERATOR's recruitment service;
- 9.2.2 The required skills are not available in sufficient number;

- 9.2.3 Seconded labour are core employees of the contractor or service provider, as defined;
 - 9.2.4 Efforts on the part of the contractor or service provider to source such skills locally can be proven and confirmed through the ZONE OPERATOR'S recruitment service;
 - 9.2.5 The ZONE OPERATOR or its nominated representative has granted written permission.
-
- 9.3 Notwithstanding the above, seconded labour may only be utilised for categories of employment defined in Task Grade D-I (Building and Civils Sector), Job Categories 3, 4 and 5 (MEI Sector).
 - 9.4 Categories of employment defined in Construction Worker Level D and E (Building Sector), Job Categories 1 and 2 (MEI Sector) and Task Grades 1 and 2 (Civils Sector) are exclusively allocated for the training, recruitment and employment of local labour. No seconded labour may be utilised in these categories.
 - 9.5 The respective categories of labour referred to above, including the respective job descriptions associated with each Level, Job or Task Grade, shall be prescribed and provided in schedule form by the ZONE OPERATOR, based on the respective industry standards and agreements.
 - 9.6 The contractor or service provider shall, at the time of bidding for a contract in the IDZ, provide a pro-forma labour schedule, setting out the anticipated number and categories of labour to be utilised for the duration of the works, including the numbers of local and seconded labour in each category. The schedule will be in prescribed format, provided by the ZONE OPERATOR. The labour schedule shall be accompanied by a proposed labour histogram, prepared by the contractor or service provider, reflecting the details contained in the schedule. In particular, local skills requirements by job description shall be specified.
 - 9.7 These requirements shall be updated upon award of a contract and shall be provided to the ZONE OPERATOR or its nominated representative and the respective GCM at the contract "kick-off" meeting.
 - 9.8 The Contractor's permanent employees shall be seconded to the IDZ on their existing conditions of employment, subject to appropriate amendments being incorporated into their "Secondment Contract of Employment."

10 TRAINING OF LOCAL LABOUR

- 10.1** The ZONE OPERATOR has appointed a nominated Labour and Business Management Services Contractor (LBMS) who will be responsible for undertaking the management of all skills training and skills assessment of local labour employed within the IDZ.
- 10.2** The ZONE OPERATOR will establish or identify dedicated training facilities for the purposes of undertaking all pre-employment training of local labour as well as on-site skills assessments.
- 10.3** All training modules and subsequent training will be developed and undertaken by appointed training service providers, so as to fulfil the skills requirements of the associated job descriptions and Level, Job or Task Grades.
- 10.4** The Training Service Providers shall register and certify all training undertaken by local employees, consistent with the requirements of the Skills Development Act, the respective SETA's and industry agreements. Local employees shall receive Coega IDZ Training Certificates upon demobilisation from employment in the IDZ.
- 10.5** The LBMS Contractor shall, at the request of the contractor, facilitate skills assessments, as and when the need arises, in order to determine whether local employees have obtained sufficient on-the-job experience, so as to warrant elevation or promotion to a higher Level, Job Category or Task Grade. The contractor or service provider shall aid and facilitate this process by implementing on-the-job training initiatives in order to assist in the transfer of skills to local employees.
- 10.6** Any dispute that arises in relation to this issue shall be dealt with and resolved in terms of the Dispute Resolution Procedure set out in the ZLA or specific PLA.
- 10.7** All formal training, re-training and on-the job training undertaken by local employees during their tenure in the IDZ shall be recorded in an industry-specific "Skills Record Logbook", provided by the contractor. Such "Skills Record Logbook" shall be completely up-to-date and handed to the local employee upon demobilisation from a contractor within the IDZ.
- 10.8** The " Skills Record Logbook" shall be recognised as an employment reference in the vent of future local employment opportunities within the IDZ.
- 10.9** In order to ensure that the required numbers and categories of local labour are trained and available to meet the contractor's or service provider's local employment needs, a

copy of the completed pro-forma labour schedule referred to above, as submitted at the time of bidding (or as subsequently revised), shall be handed to the ZONE OPERATOR or its nominated representative, and the respective GCM at the contract “kick-off” meeting.

11 RECRUITMENT OF LABOUR TO THE IDZ

11.1 Recruitment and employment of all labour to the IDZ will fall into 3 categories and will be authorised and approved by the ZONE OPERATOR or its nominated representative and the respective GCM:

11.1.1 Employment of Local Labour

11.1.1.1 Following the training of local labour, as identified by contractors’ and service providers’ local skills requirements, a labour pool of trained local of Job Category 1 and 2 (MEI Sector) and Task Grades A, B and certain of Task Grade C (Building and Civils Sector) labour will be established by the LBMS Contractor.

11.1.1.2 A recruitment facility will be established in reasonable proximity to the IDZ, where contractors and service providers shall be required to request, interview, select and employ all local labour requirements.

11.1.1.3 Local labour that is in possession of proven skills in Construction Worker Level A to C (Building Sector), Job Categories 3, 4 and 5 (MEI Sector) and Task Grades 3, 4 to 9 (Civils Sector), shall be recruited from this facility in preference to utilising seconded labour.

11.1.1.4 Acceptance of an offer of employment shall require the contractor or service provider to complete and sign-off pro-forma “take-on” employment documentation provided by the ZONE OPERATOR, where after, the contractor shall furnish the ZONE OPERATOR or its nominated representative, and the respective GCM, with such documentation for approval to attend the IDZ Induction Programme and any project specific Induction Programme prior to commencing work in the IDZ.

11.1.1.5 All local labour shall be employed on a “Limited Duration Contract of Employment”. The basic standard contract shall be developed as part of the ZLA.

- 11.1.1.6 Due to specific requirements that may occur at project level and which are catered for in a PLA, provisions of the “Limited Duration Contract of Employment” may differ from project to project.

11.1.2 Seconded Labour

- 11.1.2.1 Subject to the conditions detailed in 9 above, relative to the utilisation of seconded labour, the contractor or service provider shall be required to complete prescribed pro-forma “take-on” employment documentation, provided by the ZONE OPERATOR, for approval by the ZONE OPERATOR or its nominated representative, and the respective GCM. Such documentation shall be handed to the ZONE OPERATOR’S representative and the respective GCM at the contract “kick-off” meeting and shall be consistent with the information provided in the pro-forma labour schedule (as revised), which is to be handed in at the same meeting.
- 11.1.2.3 Seconded labour will only be approved for Construction Worker Level A to C (Building Sector), Job Categories 3, 4 and 5 (MEI Sector) and certain categories of Task Grade 3 and for Task Grades 4 to 9 (Civils Sector).
- 11.1.2.4 Such approval shall take place **prior** to the mobilisation of seconded employees to the IDZ.
- 11.1.2.5 All seconded labour shall be employed on a “Secondment Contract of Employment”. The basic standard contract shall be developed as part of the ZLA.
- 11.1.2.6 Due to specific requirements that may occur at project level and which are catered for in a PLA, provisions of the “Secondment Contract of Employment” may differ from project to project.
- 11.1.2.7 No seconded employee may attend the IDZ Induction Programme or any project specific Induction Programme, or commence work in the IDZ without the required approval.

11.1.3 Labour Supply Contractors

- 11.1.3.1 The ZONE OPERATOR recognises that labour supply contractors form an integral part of certain sectors of the contracting and construction industry in South Africa.

11.1.3.2 Accordingly, the utilisation of labour supply contractors by contractors and service providers shall be entertained, subject to certain conditions, as follows:

11.1.3.2.1 The contractor or service provider shall not engage the services of labour supply contractors other than for the purpose of providing a resource placement service for skilled resources for projects and developments within the IDZ.

11.1.3.2.2 All skilled labour sourced through a labour supply contractor shall be employed by the contractor on the standard "Limited Duration Contract of Employment" or a "Secondment Contract of Employment", in terms of the ZLA or the applicable PLA

11.1.4 General

11.1.4.1 All local labour employed in the IDZ shall be recruited through the established Recruitment Facility only. No alternative recruitment of local labour will be permitted under any circumstances.

11.1.4.2 All seconded labour shall be registered at the Recruitment Facility for "take-on" and Induction Programme purposes.

11.1.4.3 Expatriate labour from other countries may not be utilised by the contractor unless specific and prior approval has been granted by the ZONE OPERATOR and the respective GCM, and only in exceptional circumstances.

11.1.4.4 Any contractor or service provider found to be circumventing the established recruitment system or procedure shall be in breach of contract and access to the IDZ shall be immediately withdrawn in respect of the individuals concerned. The contractor shall take the necessary measures to comply with this directive

11.1.4.5 A detailed Recruitment Procedure shall be made available to the contractor or service provider at the contract "kick-off" meeting.

11.1.4.6 Head Office staff of the contractor or service provider, visiting the IDZ for any purpose, shall comply with the prescribed IDZ rules and regulations for contractors and service providers.

12 ACCOMMODATION, ~~LUNCH PACKS~~ AND TRANSPORT

- 12.1** The ZONE OPERATOR will provide accommodation and full board for seconded employees only, in a Construction Village, situated close to the battery limits of the IDZ. The contractor or service provider will be required to accommodate its seconded employees in the Construction Village, at a set tariff per employee, per day, all inclusive.
- 12.2** Local Employees shall not be accommodated in the Construction Village, ~~but shall receive a lunch pack on each working day.~~
- 12.3** In instances where a contractor is permanently based in the NMMM, his permanent employees shall be deemed to be “core” employees and shall be seconded to a project in the IDZ on a “Secondment Contract of Employment”. Such employees shall not, however, be accommodated in the Construction Village, but shall continue to reside locally.
- 12.4** The Construction Village management shall be let by Concession and the contractor or service provider shall enter into a separate contract with the Concessionaire in respect of its accommodation requirements.
- 12.5** The contractor or service provider shall be wholly responsible for the provision of transport for local labour, to and from designated “pick-up” points and their specific project site within the IDZ. Such transport shall at all times comply with the applicable Road Traffic Ordinance Regulations, all IDZ directives that may be introduced by the ZONE OPERATOR, as well as all regulations contained in the Coega IDZ Health and Safety Management Plan.
- 12.6** All such local transport arrangements shall be co-ordinated through the local municipal transport forum.
- 12.7** Transport arrangements for seconded employees’ home visits shall be resolved as part of the ZLA and/or the applicable PLA.

13 PAY PROCEDURES AND PAYMENT OF WAGES – CENTRAL WAGE BUREAU

- 13.1** Wages for hourly paid local and core labour shall be paid monthly/fortnightly (to be finalized in a PLA), in arrears, by bank transfer and shall appear in the employees’ bank account on the designated payday.
- 13.2** Pay slips shall be issued during working hours and the contractor shall resolve pay queries expeditiously, in terms of his procedures.

13.3 In order to promote uniformity in the payment of wages to all hourly paid local and core employees within the IDZ, the ZONE OPERATOR is investigating the possibility of utilising a wage bureau service.

13.4 In the interim, the contractor shall provide for his own wage payment and administration and is requested to specify the monthly cost thereof.

13.5 The Contractor by whom they are permanently employed will continue to pay permanent employees seconded to a project in the IDZ, from the Contractor's Head Office.

14 WITHDRAWAL OF ACCESS TO THE IDZ

14.1 Where an employee's IDZ Access Permit has been withdrawn, such employee shall not be permitted to enter any of the project or development sites, and the contractor or service provider shall take the necessary steps to comply with this directive.

15 COMMUNICATION AND CO-ORDINATING STRUCTURES

15.1 The ZONE OPERATOR requires that certain communications structures and forums be established within the IDZ, for the purposes of ensuring a uniform approach to issues and a free flow of information amongst and between the ZONE OPERATOR, Owners, Investors, projects, developments, contractors, service providers and employees.

15.1.1 IDZ Industrial Relations Steering Committee (IRSC)

15.1.1.1 In the first instance, the ZONE OPERATOR shall establish an IDZ Industrial Relations Steering Committee (IRSC), in order to provide for regular and effective communication between the ZONE OPERATOR and Owners and Investors and the respective GCM's of projects in the IDZ.

15.1.1.2 The IRSC shall convene quarterly on a regular basis and on an ad-hoc basis, should the need arise.

15.1.1.3 The business of the IRSC shall be to determine policy issues, to provide guidance and mandates relative to industrial relations issues and to issue recommendations for implementation across the IDZ.

The ZONE OPERATOR shall convene the IRSC.

15.1.2 IDZ Industrial Relations Co-ordinating Committee (IRCC)

- 15.1.2.1 In the second instance, the ZONE OPERATOR shall establish an IDZ Industrial Relations Co-ordinating Committee (IRCC), in order to promote a co-ordinated approach across the IDZ and a free flow of information amongst projects, developments, contractors and service providers working in the IDZ.
- 15.1.2.2 The ZONE OPERATOR'S Industrial Relations Specialist shall initiate the formation of the IRCC.
- 15.1.2.3 The IRCC shall meet at least once per month or, if circumstances so warrant, more often.
- 15.1.2.4 The IRCC shall serve as a consultative forum between the ZONE OPERATOR and the GCM's of projects and developments, and shall be attended by the most senior GCM site manager, together with the respective GCM IR Manager.

15.1.3 Project Specific Communications Forums

In the third instance, the ZONE OPERATOR requires that the representative contractors and trade unions, through a project specific PLA, establish forums that meet the following needs:

- 15.1.3.1 Communication between individual contractors and employees, through duly elected representatives of the labour force of the respective contractor;
- 15.1.3.2 Communication between duly elected employee representatives of the respective contractors and service providers;
- 15.1.3.3 Communication and consultation between all contractors and service providers, in order to maintain a uniform approach to industrial relations matters and to co-ordinate the industrial relations activities of contractors and service providers at project level and across the IDZ;

15.1.4 Contractors Industrial Relations Co-ordinator

- 15.1.4.1 It has become common practice across recent large projects that the contractors and service providers appoint a full-time Site Industrial Relations Co-ordinator to manage and co-ordinate their industrial relations activities, to facilitate a uniform approach, to

assist in the speedy resolution of disputes that may arise at individual employer level and to ensure that labour harmony prevails.

- 15.1.4.2 The ZONE OPERATOR supports this initiative.
- 15.1.4.3 The acceptance of such an appointment and the costs associated with the establishment and functioning of the Site Industrial Relations Co-ordinator on a specific project shall be determined and resolved between the project GCM and the respective contractors and service providers themselves.
- 15.1.4.4 The proposed Site Industrial Relations Co-ordinator shall have appropriate qualifications and sufficient experience to fulfil this role effectively, and the appointment shall be subject to prior approval by the ZONE OPERATOR and the respective GCM.

16 INDUSTRIAL ACTION POLICY

- 16.1** The contractor or service provider shall provide a Strike Handling Procedure in respect of its contract to the respective GCM within fourteen (14) days the date of the contract “kick-off” meeting and shall ensure that its managers and supervisors are properly trained in the management and handling of industrial action.
- 16.2** In addition, the contractor or service provider and shall ensure that its mangers and supervisors are fully familiar with the contents and aims of the IR Policy, the ZLA, the PLA and in the implementation of the Strike Handling Procedures, Grievance Procedures and the Disciplinary Procedure and Code.
- 16.3** The contractor or service provider shall be primarily responsible for attempting to cause the early cessation of industrial action undertaken by its employees. The contractor or service provider is required to submit a list of contact persons and details, which are responsible for the management and resolution of industrial action, to the ZONE OPERATOR or its nominated representative and the respective GCM. This list shall be submitted at the contract “kick-off” meeting.
- 16.4** The contractor or service provider shall provide the respective GCM with a copy of any formal written grievance that arises at the contractor’s or service provider’s establishment and shall consult the respective GCM whenever it anticipates that

industrial action may occur and during the period of such industrial action. Such information shall be communicated to the ZONE OPERATOR by the GCM.

16.5 The ZONE OPERATOR and/or the respective GCM shall observe the implementation of the dispute resolution strategy by the strike handling team of the contractor or service provider. If the ZONE OPERATOR and/or respective GCM deem it necessary, after discussion with the contractor or service provider on the action to be taken, they may require the contractor to implement certain additional or alternative steps in order to assist the contractor or service provider to bring about an end to the industrial action.

16.6 The principle of “no work”, “no pay” shall be strictly applied by the contractor or service provider, meaning that employees will not be paid wages for any period that they do not work as a result of industrial action. These actions include strikes, lockouts, work stoppages, stay-a-ways, protests and demonstrations, go slows and other related actions.

17 SUB-CONTRACTORS

The contractor or service provider is contractually bound to ensure that its sub-contractors comply with all the provisions of applicable legislation, the Industrial Relations Policy and the ZLA and applicable PLA. Any non-compliance on the part of sub-contractors shall result in the non-compliance of the primary contractor or service provider.

18 LABOUR HARMONY

In view of the multi-disciplinary nature of projects, developments and activities within the IDZ, the contractor or service provider shall ensure that a spirit of teamwork and co-operation is created and maintained and that labour harmony is promoted at every opportunity.

19 INDUSTRIAL RELATIONS REPORTING REQUIREMENTS

19.1 The respective GCM will require certain reports to be submitted by the contractor or service provider, on a regular basis. Such reports will include:

19.1.1 Daily/weekly Labour Returns;

19.1.2 Weekly Industrial Relations Reports;

- 19.1.3 Industrial Action Reports;
- 19.1.4 Employment of Labour;
- 19.1.5 Construction Village Occupancy;
- 19.1.6 Demobilisation of Labour;
- 19.1.7 Request for Approval Forms; etc.

19.2 The ZONE OPERATOR will request consolidated reports per project, from the respective GCM, from time to time.

19.3 A complete information pack of reporting requirements, including all associated forms, will be made available at the contract "kick-off" meeting.

20 SCHEDULE OF INDICATIVE COSTS ASSOCIATED WITH THE IMPLEMENTATION OF THE INDUSTRIAL RELATIONS POLICY

20.1 Induction: Set aside 1 day for IDZ induction programme.

20.2 Industrial Relations Co-ordinator: To be resolved at individual project level with respective GCM

20.3 Central Wage Bureau Service: Allow for the administration of payment by the Wage Bureau to hourly paid labour provided by Coega LBMS for the duration of the contract. The Contractor's own wage payment and administration cost to be specified. See pricing schedule

20.4 Transport for local employees: see pricing schedule.

20.5 Accommodation of Seconded Labour: see pricing schedule.

21 GENERAL

21.1 In order to ensure that each contractor or service provider manages and maintains sound industrial relations, it shall be required to appoint a competent, suitably qualified and experienced industrial relations manager/officer, who shall be a full-time site employee for the duration of the respective contract. No such appointment may be made without the consent and prior approval of the respective GCM, in consultation with the ZONE OPERATOR.

21.2 Nothing in this Policy, nor the actions of the ZONE OPERATOR or the respective GCM shall detract from the direct responsibility of the contractor or service provider to manage and conduct its industrial relations effectively, efficiently and in the best interests of the IDZ and all stakeholders, at all times.

21.3 The ZONE OPERATOR reserves its rights to supplement, amend or vary any provision of this Industrial Relations Policy, in line with the circumstances within the IDZ.

ENDORSEMENT OF THE INDUSTRIAL RELATIONS POLICY, PRINCIPLES AND REQUIREMENTS FOR THE COEGA IDZ AND PORT

Approval by EXMA

EXMA hereby endorses this Industrial Relations Policy, Principles And Requirements for the Coega IDZ and Port with effect from

.....
Date

Signed by the Chairperson of EXMA

Name:.....

Signature:.....

Date:.....

As Witnessed by:

The Executive Manager: Corporate Services

Signature:.....

Date:.....

Approval by Board

The Board hereby endorses this Industrial Relations Policy, Principles and Requirements for the Coega IDZ and Port with effect from

.....
Date

Signed by the Chairperson of the BOARD

Name:.....

Signature:.....

On this day of July 2002.

As Witnessed by:

The Company Secretary

Signature:.....

Date:.....

Addendum No. 1

AMENDMENTS TO THE INDUSTRIAL RELATIONS POLICY

All Contractors are hereby advised to take note of the following amendments to the Coega IDZ and Port Industrial Relations Policy:

SECTION 9 - "EMPLOYMENT OF LOCAL LABOUR AND SECONDED LABOUR"

Replace paragraph 9.3 with the following:

"Notwithstanding the above, seconded labour may only be utilised for categories of employment defined in Task Grades D to I (Civil, Building and Electrical Contracting Sectors) and Job Categories 3, 4 and 5 (MEI Sector)"

Replace paragraph 9.4 with the following:

"Categories of employment defined in Task Grades A, B and C (Civil, Building and Electrical Contracting Sectors) and Job Categories 1 and 2 (MEI Sector), are exclusively allocated for the training, recruitment and employment of local labour. No seconded labour may be utilised in these categories"

SECTION 11 – "RECRUITMENT OF LABOUR TO THE IDZ"

Sub-section 11.1.1 – "Employment of Local Labour"

Replace paragraph 11.1.1.1 with the following:

"Following the training of local labour, as identified by contractors' and service providers' local skills requirements, a labour pool of trained local labour in Task Grades A, B and certain of Task Grades C (Civil, Building and Electrical Contracting Sectors) and Job Categories 1 and 2 (MEI Sector), will be established by the LBMS Contractor."

Replace paragraph 11.1.1.3 with the following:

"Local labour that is in possession of proven skills in Task Grades D to I (Civil, Building and Electrical Contracting Sector) and Job Categories 3, 4 and 5 (MEI Sector), shall be recruited from this facility in preference to utilising seconded labour"

Sub-section 11.1.2 – "Seconded Labour"

Remove the following second sentence from Paragraph 11.1.2.1 and insert same as 11.1.2.2:

"Such documentation shall be handed to the ZONE OPERATOR'S representative, and the respective GCM at the contract "kick-off " meeting and shall be consistent with the information provided in the pro-forma labour schedule (as revised), which is to be handed in at the same meeting."

Replace paragraph 11.1.2.3 with the following:

“Seconded labour will only be approved for Task Grades D to I (Civil, Building and Electrical Contracting Sector) and Job Categories 3, 4 and 5 (MEI Sector). In instances where local labour, irrespective of Task Grade or Job Category, is either a permanent or “core” employee of a contractor or service provider that is permanently based within the NMMM, then such employee may be seconded to a project or development within the IDZ, subject to verification and prior approval of the ZONE OPERATOR and the respective GCM.”

COEGA INDUSTRIAL DEVELOPMENT ZONE ZONE LABOUR AGREEMENT

between

**SOUTH AFRICAN FEDERATION OF CIVIL ENGINEERING CONTRACTORS
(SAFCEC)**

**CONSTRUCTIONAL ENGINEERING ASSOCIATION (SA)
(CEA(SA))**

**EAST CAPE MASTER BUILDERS ASSOCIATION
(ECMBA)**

**ELECTRICAL CONTRACTORS ASSOCIATION
(ECA)**

**ELECTRICAL CONTRACTING AND ALLIED INDUSTRIES
ASSOCIATION (EAST CAPE)
(ECAIA)**

**REPRESENTATIVES OF CATERING AND SERVICE CONTRACTORS
(SERVICE CONTRACTORS)**

("the Employer Organisations")

and

**NATIONAL UNION OF MINE WORKERS
(NUM)**

**BUILDING CONSTRUCTION AND ALLIED WORKERS UNION
(BCAWU)**

**NATIONAL UNION OF METAL WORKERS OF SOUTH AFRICA
(NUMSA)**

**NATIONAL EMPLOYEES TRADE UNION
(NETU)**

**AMALGAMATED UNION OF BUILDING TRADE WORKERS
(AUBTW)**

**SOUTH AFRICAN EQUITY WORKERS ASSOCIATION
(SAEWA)**

**MWU SOLIDARITY
(SOLIDARITY)**

**METAL AND ELECTRICAL WORKERS UNION OF SOUTH AFRICA
(MEWUSA)**

("the Trade Unions")

***Endorsed by the Coega Development Corporation (CDC)
and the National Port Authority (NPA)***

Updated 01 September 2022

CONTENTS

<u>CLAUSE</u>	<u>PAGE NO.</u>
1. DEFINITIONS	4
2. PREAMBLE.....	6
3. APPLICATION OF THIS AGREEMENT	8
4. LIMITED DURATION CONTRACTS OF EMPLOYMENT.....	9
5. INDUCTION PROGRAMMES	9
6. INDUSTRIAL RELATIONS PROCEDURES PRACTICES AND STANDARDS.....	10
7. OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENTAL	12
8. TRADE UNIONS FACILITIES.....	13
9. RIGHTS AND RESPONSIBILITIES OF SITE / SHOP STEWARDS	13
10. NEGOTIATIONS AND NEGOTIATING PROCEDURE.....	14
11. SETTLEMENT OF DISPUTES.....	14
12. INDUSTRIAL ACTION.....	15
13. SECURITY	17
14. IDZ CONDITIONS OF EMPLOYMENT	17
15. RECRUITMENT.....	24
16. NON COMPLIANCE.....	25
17. DURATION OF THIS AGREEMENT	25
18. DOMICILIA NOTICES.....	25

ANNEXURE A	LIMITED DURATION CONTRACT OF EMPLOYMENT
ANNEXURE B1	SECONDMENT CONTRACT OF EMPLOYMENT – PERMANENT EMPLOYEES
ANNEXURE B2	SECONDMENT CONTRACT OF EMPLOYMENT – CORE EMPLOYEES
ANNEXURE C	DISCIPLINARY CODE, POLICY AND PROCEDURE
ANNEXURE D	GRIEVANCE PROCEDURE
ANNEXURE E	DISPUTE RESOLUTION PROCEDURE
ANNEXURE F	ABSENTEEISM PROCEDURE
ANNEXURE G	DEMOBILISATION PROCEDURE
ANNEXURE H1	CIVIL ENGINEERING, BUILDING AND ELECTRICAL CONSTRUCTION, JOB CATEGORY STRUCTURE & STANDARD WAGE RATES
ANNEXURE H2	MEIP – JOB CATEGORY STRUCTURE STANDARD WAGE RATES
ANNEXURE I	PUBLIC HOLIDAYS
ANNEXURE J	TOOL POLICY FOR SHUTTERHANDS
ANNEXURE K	PICKETING RULES
ANNEXURE L	SERVICES CONTRACTORS - JOB CATEGORY STRUCTURE STANDARD WAGE RATES

1 **DEFINITIONS**

- 1.1. **“Act”** means the Labour Relations Act 66 of 1995, as amended from time to time.
- 1.2. **“Agreement”** means the Zone Labour Agreement (ZLA) applicable to construction activities for the Coega Industrial Development Zone.
- 1.3. **“Bargaining Unit”** means all employees referred to in the wage schedules annexed hereto on the Industrial Development Zone, excluding supervisors and above, employed by the Contractors, on the Industrial Development Zone for construction activities.
- 1.4. **“CDC”** means Coega Development Corporation, or its designated representative, which is responsible for the development and operation of the IDZ.
- 1.5. **“Coega Project”** means the construction development situated north-east of Port Elizabeth which is being developed by the Zone Operator in terms of its provisional operator’s licence issued by the South African Government and the Port of Ngqura which is being developed by the NPA in terms of the Port of Ngqura Act.
- 1.6. **“Contractors”** means those Building Contractors, Civil Engineering Contractors, Electrical Contractors, MEIP Contractors, Service Providers, joint venture partnerships and their sub-contractors, who are employers of labour conducting construction work and related activities on the IDZ.
- 1.7. **“Construction Site(s)”** means the workplace(s) within the boundaries of the IDZ.
- 1.8. **“Core Employee”** means an employee of the Contractor, either on permanent staff or contracted in, whose skills are deemed to be essential and integral to the construction activities of the Contractor.
- 1.9. **“Employee”** means any person employed on the IDZ in terms of an employment contract.
- 1.10. **“Employer Organisations”** means the Employer Organisations representing Contractors that are signatories to this agreement.

- 1.11. **“Essential Services”** means security services, fire fighting, village services, medical facilities and any other service the interruption of which endangers the life, personal safety and or health of the whole or part of the population, or work to be performed in the event of an emergency, or work to be performed in terms of Legislation.
- 1.12. **“General Construction Manager” (GCM)** means a contracting entity that performs the role of a managing contractor, for a project or development, for and on behalf of the Zone Operator, an owner or an investor, during the construction phase, irrespective of the contractual arrangement between themselves.
- 1.13. **“IDZ”** means the Coega Industrial Development Zone.
- 1.14. **“Industrial action”** means any lockout or strike as defined in the Act.
- 1.15. **“Industry Agreement”** means the minimum wage rates, conditions of employment and regulating mechanisms for the Metal and Engineering Industries (MEIP) the Main Agreement, and/or, the Sectoral Determination for the Civil Engineering Industry and/or the Building Industry Collective Agreements and/or Bargaining Council Agreement for the Electrical Industry of South Africa, and/or applicable Wage Determinations for the Services Industries.
- 1.16. **“Legislation”** means the Legislation of the Republic of South Africa as amended from time to time.
- 1.17. **“Limited Duration Contract employee”** means an employee employed for a specific task or limited period on the IDZ in terms of a limited duration contract of employment.
- 1.18. **“Local employee”** means a person who normally resides in the Nelson Mandela Metropolitan Municipality (NMMM) and who is employed by a Contractor on the IDZ, on a Limited Duration Contract of Employment.
- 1.19. **“NMMM”** means Nelson Mandela Metropolitan Municipality.
- 1.20. **“NPA”** means the National Ports Authority of South Africa, or its designated representative(s), who is responsible for the development and operation of the Port of Ngqura.
- 1.21. **“Parties”** means the Employer Organisations and the Trade Unions who are signatories to this Agreement on the IDZ.

- 1.22. **“PLA”** means a Project Labour Agreement to be negotiated between the Employer Organisations or Contractors and Trade Unions involved in a specific project on the IDZ which employs more than 1000 employees, and which shall only apply to that specific project.
- 1.23. **“Permanent Employee”** means an employee who has entered into a permanent employment contract with a contractor prior to secondment to the IDZ.
- 1.24. **“Seconded employee”** means an employee who is a core employee of a contractor and who is seconded to a project on the IDZ. In instances where the Contractor is permanently based in the NMMM, his permanent employees will be deemed to be “core” employees and will be seconded to a project on the IDZ on a Secondment Contract of Employment.
- 1.25. **“Service Provider”** means a contractor to the Zone Operator or to projects or developments, providing services on the IDZ that are not associated with direct construction activities.
- 1.26. **“Site/Shop Steward”** means a duly elected worker representative from within the labour force of a Contractor.
- 1.27. **“Trade Unions”** mean the Trade Unions that are signatories to this Agreement.
- 1.28. **“Village Services”** means the service provided in the construction village including but not limited to food preparation and service, stores, house keeping, cleaning, washing, laundry, bar service, village administration, and security and access control on the construction village premises.
- 1.29. **“Working day”** means any day on which work will be performed in terms of Industry Agreements and Legislation.
- 1.30. **“Zone Operator”** means the CDC and/or the NPA.

2. **PREAMBLE**

- 2.1 A key component in assuring the success of the IDZ lies in the human resources framework that is developed and adopted. The Zone Operator recognises the fundamental role that people will play in successful delivery. Accordingly, human resources development and people management systems and processes will be central to success and sustainability. Industrial relations are considered a key element in ensuring success.

- 2.2 It is therefore the desire of the Zone Operator that industrial relations practices, procedures and processes that are implemented on the IDZ during the development and construction phases of projects are uniform and of the highest possible standard. The objective is to promote an environment that is healthy, safe, and free of disruption, efficient, productive and harmonious.
- 2.3 The Trade Unions represent employees in the various industries, who will perform work on the IDZ. To this end the Trade Unions enter into negotiations with the Employer Organisations to agree conditions of employment for their members and prospective employees who may be employed on the IDZ.
- 2.4 Based on the aforementioned the Parties agree in principle that Agency Shop Agreements for individual projects may be beneficial on the IDZ. To this end such an agreement for the IDZ may be entered into in terms of the Act
- 2.5 The specific role of the Zone Operator relative to industrial relations, is to provide an overall framework within which labour agreements can be developed, that reflect the particular needs of the IDZ and specific projects or developments, whilst taking due cognisance of the overall philosophy and framework. To achieve this the Zone Operator requested the parties to conclude a ZLA for the IDZ.
- 2.6 The Parties acknowledge that establishing sound and fair labour relations' practices and structures are essential for the well being and development of the IDZ, the construction industry, contractors and employees, as well as the successful completion of projects on the IDZ.
- 2.7 The Parties are committed to the successful completion of Projects on the IDZ within budget, within time and to world-class standards.
- 2.8 The Parties support the principle of freedom of association.
- 2.9 The Parties commit themselves to the promotion of co-operation, industrial peace and harmony on the IDZ and shall endeavour to ensure that fair and proper channels, practices, policies and procedures are followed pro-actively to resolve differences between and amongst all of the Parties.

- 2.10 The Parties commit themselves to the principle of employment equity. Where possible, with due regard to inherent job requirements, health, safety and risk, suitable employment may be considered.
- 2.11 The Parties agree that in the event of the occurrence of industrial action, stay-away or unauthorised absenteeism, the principle of "No Work - No Pay" shall be applied on the IDZ.
- 2.12 It is recognised that this Agreement forms the basis of the relationship between the Parties, and confirms that the provisions of Legislation and Industry Agreements shall apply to this Agreement and amendments to it from time to time.
- 2.13 In instances where the ZLA does not cover a particular aspect of the employment relationship in respect of projects or developments on the IDZ, or where specific circumstances relative to such projects and developments need to be accommodated, then the Employer Organisations and Trade Unions party to this agreement shall, upon a request by the respective GCM, negotiate a Project Labour Agreement (PLA) for that specific Project.
- 2.14 Issues not covered by Industry Agreements or the ZLA may be negotiated on a project.
- 2.15 Any condition agreed to in a PLA, shall not be in conflict with the principles of this agreement.
- 2.16 The signing of this Agreement is provisional, subject to the resolution of the issues referred to in clauses 4.5 and 14.1.5, by no later than 31 January 2003. Resolution of those issues will be recorded in an addendum to this Agreement. Failure to resolve those issues may result in the parties reviewing their status as signatories to this Agreement.
- 2.17 The parties will appoint sub committees, which will attempt to facilitate resolution of the above issues.

3 APPLICATION OF THIS AGREEMENT

- 3.1 This Agreement shall apply to all Construction Sites and Projects for the duration of construction activities on the IDZ.
- 3.2 Any other registered Employer Organisation or Trade Union, which is party to any of the industry bargaining structures, may become party to this Agreement upon accepting the conditions herein and signing this Agreement.

- 3.3 Where a Contractor, Employer Organisation or a Trade Union who is not party to any of the industry bargaining structures applies to become a party to this Agreement, such applicant will contact the Zone IR Coordinator who in turn will notify all parties.
- 3.4 Should there be no objection, the provisions of clause 3.2 will become operational 14 days after the distribution of such notice. Objections will be dealt with on a consensus basis.

4 LIMITED DURATION CONTRACTS OF EMPLOYMENT

- 4.1 The Parties agree that where local non-core employees are employed on the IDZ, such employees will be employed, on Limited Duration Contracts. A prescribed contract is annexed hereto as **Annexure A**.
- 4.2 The employment conditions not specified in a Limited Duration Contract of Employment, will be those in the applicable industry agreements.
- 4.3 The Parties agree that where Limited Duration Contracts of Employment are in effect, the termination thereof shall be in terms of the Demobilisation Procedure annexed hereto as **Annexure G**.
- 4.4 In cases of labour demobilised by one Contractor and then employed by another Contractor, a new employment contract will be entered into.
- 4.5 The Parties agree that the Trade Unions made a demand for recognition of service for employees employed on Limited Duration Contracts of Employment, which the employer organisations did not agree to.

5 INDUCTION PROGRAMMES

- 5.1 The Zone Operator shall provide an IDZ specific Induction Programme for the benefit of all projects; developments, service providers, contractors and employees that are contracted to undertake activities on the IDZ. The employee shall confirm attendance by signing an induction attendance register, before being permitted to commence work on the IDZ.
- 5.2 Generally, the Induction Programme shall cover the following areas:

- 5.2.1 Uniform objectives of the Zone Operator, investors, projects, developments, contractors and employees relative to the IDZ;
 - 5.2.2 The expectations of the Zone Operator relative to the conduct of industrial relations on the IDZ, including the role and content of the ZLA;
 - 5.2.3 Occupational health, safety and environmental issues;
 - 5.2.4 Rules and regulations and Disciplinary procedures applicable on the IDZ;
 - 5.2.5 Accommodation, meals and transport arrangements applicable to the IDZ;
 - 5.2.6 Payment of wages and benefits through a wage bureau;
 - 5.2.7 Standard wage rates; and
 - 5.2.8 Any other matter of relevance.
- 5.3 The Zone Operator shall provide all attendees with an induction booklet covering the topics that were dealt with in the Induction Programme.
 - 5.4 Where there are specific issues relative to individual projects or developments that are not covered by the Zone Operator's induction programme, then a site-specific induction programme shall be provided by the specific project GCM.
 - 5.5 In addition, all contractors and service providers shall induct employees into specific conditions of employment and administrative requirements that prevail at the level of the contractor or service provider. The contractor or service provider, in respect of all his employees, shall retain a summary of the programme content, together with a register of attendance and signed acknowledgement of understanding.
 - 5.6 The Contractor shall be required to provide, each employee prior to demobilisation with a "Skills Record Log Book" in which will be recorded the relevant details of job category, nature of work performed, skills, training undertaken, skills and credits acquired and duration of service with the Contractor on the IDZ.
 - 5.7 All training provided and undertaken on the IDZ shall be consistent with the requirements of the Skills Development Act, the respective SETA's and Industry Agreements.

6 INDUSTRIAL RELATIONS PROCEDURES PRACTICES AND STANDARDS

6.1 The following procedures, practices and standards shall be implemented and operated on the IDZ and observed by the Contractors, and all their employees:

6.1.1	Limited Duration Contract of Employment	Annexure – A
6.1.2	Secondment Contract of Employment – Permanent Employees	Annexure – B1
6.1.3	Secondment Contract of Employment – Core Employees	Annexure - B2
6.1.4	Disciplinary Policy Procedure and Code guidelines	Annexure - C
6.1.5	Grievance Procedure	Annexure - D
6.1.6	Dispute Resolution Procedure	Annexure - E
6.1.7	Absenteeism Procedure	Annexure - F
6.1.8	Demobilisation Procedure	Annexure – G
6.1.9	Civil Engineering, Building and Electrical Construction Job Category Structure & Standard Wage Rates	Annexure – H1
6.1.10	MEIP Job Category Structure & Wage Rates	Annexure – H2
6.1.11	Public Holidays	Annexure – I
6.1.12	Tool Policy for Shutter hands	Annexure – J
6.1.13	Picketing Rules	Annexure – K
6.1.14	Services Contractors Job Category Structure & Wage Rates	Annexure – L

6.2 The Parties agree that the responsibility and authority for maintaining discipline on the IDZ is vested in the management of the Contractors. A breach of this Agreement by any of the parties, or a breach by an employee of his/her terms and conditions of employment, or misconduct, shall be dealt with in terms of the standard procedures referred to herein or those contained in applicable Project Labour Agreements.

7 OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENTAL

7.1 Introduction

7.1.1 The Parties confirm that all involved on the IDZ have a responsibility to ensure the implementation of successful hygiene, occupational health, safety and environmental standards.

7.1.2 The Parties agree to approach occupational health and safety matters in strict adherence to Legislation and requirements of the Zone Operator.

7.2 Protective Clothing

7.2.1 The Contractor will provide suitable and adequate protective clothing and safety equipment free of charge. This shall include an approved safety helmet, safety glasses where required, safety boots or Wellington gum boots, 2 sets of overalls issued at the same time and other items as prescribed in the appropriate legislation.

7.2.2 Other items such as safety harnesses, gloves and protective glasses shall be provided to employees where the work processes performed require the issue of such equipment.

7.2.3 All employees shall wear protective clothing and equipment required on the IDZ. Failure to comply with this will render employees liable to be dealt with in terms of the Disciplinary Code and Procedure annexed hereto as **Annexure C**.

7.2.4 Protective clothing and safety equipment remains the property of the Contractor and must be returned to the Contractor by the employee prior to demobilisation.

7.2.5 The two sets of overalls issued will be replaced once per annum, on the anniversary date of the employee's employment with an individual contractor on the IDZ. Safety boots will be replaced when no longer serviceable.

7.2.6 There shall be no charge levied against employees for safety equipment and protective clothing, save in instances where equipment is lost or damaged as a result of the employees' negligence.

7.3 **Acquired Immune Deficiency Syndrome (HIV/AIDS)**

The Parties shall promote and encourage observance by all of policies implemented on the prevention and the spreading of HIV/AIDS. A policy document will be developed by the Zone Operator and provided to the Parties.

8 TRADE UNION FACILITIES

8.1 **Facilities**

8.1.1 The Zone Operator shall supply an office with reasonable facilities to each of the Trade Unions party to this Agreement for trade union activities. These facilities will be outside the IDZ but in close proximity to the IDZ.

8.1.2 Pre-paid telephones will be installed in each of the above offices, and the Zone operator will provide each Trade Union with a voucher to the amount of R 250 per month.

8.1.3 Each Trade Union may for as long as such Trade Union remains sufficiently representative of employees on a Project, appoint one Fulltime Site / Shop Steward. Details hereof will be contained in a PLA.

8.2 **Stop Orders**

8.2.1 Trade Union membership dues will be deducted at the level of the individual contractor, from the wages of employees who are members of the Trade Unions who are parties to this Agreement, in terms of a written authorisation submitted to the individual Contractor.

8.2.2 The dues so deducted will be paid to the Trade Unions, in terms of the provisions of the Act.

8.2.3 Arrangements regulating the procedures for deducting Trade Union dues will be contained in a PLA.

8.2.4 The number of stop orders processed by the Wage Bureau will determine Representivity of the Trade Unions.

9 RIGHTS AND RESPONSIBILITIES OF SITE / SHOP STEWARDS

- 9.1 The Contractors will individually recognise Site / Shop Stewards for employees, employed by an individual Contractor
- 9.2 The rights and responsibilities of Site / Shop Stewards will be negotiated between the Parties and confirmed in a PLA.

10 NEGOTIATIONS AND NEGOTIATING PROCEDURE

- 10.1 The Parties recognise that the Industry Agreements regulates conditions of employment, and that no negotiations on any matter provided for in the Industry Agreement shall take place on the IDZ.
- 10.2 The Parties may negotiate annually on conditions of employment not covered by the Industry Agreements, or this Agreement, and confirm that they will be mandated to enter into agreements that will be binding on them and their members/constituents.
- 10.3 In order to give effect the above, the Parties will each appoint a negotiating team that will negotiate on their behalf.
- 10.4 The date of implementation will be determined at the onset of negotiations.
- 10.5 Proposals shall be submitted to each other at least 30 days prior to the negotiations commencing. Upon receipt of proposals a meeting will be convened at which a timetable and agenda will be agreed upon.
- 10.6 No negotiations on wages, interim increases or other proposed variations of conditions of employment other than what is provided for herein will be considered and or implemented.

11 SETTLEMENT OF DISPUTES

- 11.1 The Parties undertake to do all that is necessary to promote fair and proper labour practices. In order to give effect to this principle, the Parties agree to comply with the dispute resolution procedure as is set out in **Annexure E**.

- 11.2 The parties agree that normal work shall continue until such time as the procedures herein contained have been exhausted.
- 11.3 The Parties agree that disputes should be resolved at the earliest possible opportunity at the level of the individual Contractor.
- 11.4 Where a dispute arises at the level of an individual Contractor, it shall be dealt with at that level and shall exclude Parties not involved in the dispute.

12 INDUSTRIAL ACTION

12.1 Objective

The Parties reaffirm their fundamental belief in consultation and negotiation as the preferred method of conducting their relationship and agree that industrial action should only be engaged in as the last resort.

12.2 Attempts to Resolve

The Parties shall make themselves available prior to and during the period of the industrial action in order to attempt to resolve the dispute.

12.3 Picketing Rules

The Picketing Rules contained in **Annexure K** of this Agreement shall be strictly observed during any period of industrial action. A Project on the IDZ may vary the Picketing rules by negotiation to cater for specific Project circumstances.

12.4 Right to Continue Work

Employees that participate in industrial action shall not interfere with any employee from the contractor, other contractors or operations who choose to work during industrial action.

12.5 Conduct

Any party (Contractors, trade unions, employees, picketers) who participate in industrial action shall not threaten clients, customers, suppliers or any other party whomsoever.

12.6 **Shut Down Procedure**

- 12.6.1 The Parties shall not engage in industrial action until they have observed the shutdown procedures required by the Act and Safety legislation. Any other requirement, which Contractors may have, will be agreed in a PLA.
- 12.6.2 The Parties agree that during the 48 hour notice period provided for in section 64(1)(b) of the Act, and before employees engage in industrial action, they will ensure that any equipment or materials on which, or with which employees are working, are left secured in such a way that it does not pose a threat of injury to people or loss or damage to property, equipment or materials.

12.7 **Protection of Property**

The Parties agree that the employees shall neither damage nor threaten to damage any property.

12.8 **Unprotected Industrial Action**

- 12.8.1 Should any employee promote or participate in industrial action not in compliance with the provisions of this Agreement, or the provisions of the Legislation, the Trade Unions and/or Site / Shop Stewards shall take all necessary steps within 12 hours from the commencement of the unprotected industrial action, to persuade employees to cease such action and to observe their conditions of employment.
- 12.8.2 The Parties shall not initiate, promote or participate in any industrial action not in compliance with the provisions of this Agreement, or the provisions of the Legislation.
- 12.8.3 All periods of unprotected industrial action will be treated as "No work No Pay".
- 12.8.4 Should the dispute not be resolved in accordance with the provisions of clause 12.8.1 above. The contractor reserves the right to take action in terms of section 6(2) of Schedule 8 of the Act.

12.9 **Peace Obligation**

- 12.9.1 The Parties shall not sanction, promote or participate in industrial action directed against any other party until such time as the procedures contained or referred to in this Agreement and Legislation have been exhausted, save that no industrial action shall take place:
- 12.9.1.1 concerning any issue which is the subject matter of this Agreement, a PLA or an Industry Agreement; and/or
 - 12.9.1.2 after the Parties have agreed to refer the dispute to mediation or arbitration; and/or
 - 12.9.1.3 following an Arbitration Award; and/or
 - 12.9.1.4 in breach of the provisions of the Act; and/or,
 - 12.9.1.5 in respect of an issue that the parties agree to refer to arbitration, as well as disputes relating to essential services and emergency work, as defined.

13 **SECURITY**

- 13.1 The Contractors and employees will be required to conform and comply with all security procedures as detailed and determined from time to time by the Zone Operator, or applicable GCM.
- 13.2 The Zone Operator will issue all employees with an IDZ Access Permit.
- 13.3 IDZ Access Permits shall be returned to the contractor upon demobilisation from the Contractor.
- 13.4 No person will be allowed on the IDZ without his/her valid IDZ Access Permit clearly visible to the security personnel or any other authorised personnel. The Zone Operator will supply a Procedure document to the Parties once it becomes available.
- 13.5 All persons on the IDZ shall, on request by a security official, be required to show the contents of any package, bag, suitcase, etc. in their possession or in any locker allocated to them.

14 IDZ CONDITIONS OF EMPLOYMENT

14.1 Standard Wage Rates

- 14.1.1 Standard wage rates as contained in **Annexures H 1 & H 2 & L** shall be paid to all local and seconded Core employees working for the contractors on the IDZ.
- 14.1.2 No Flat Rates will be paid on the IDZ.
- 14.1.3 Permanent employees will be seconded to the IDZ on their employment conditions not amended by a secondment contract.
- 14.1.4 Task Grade A (Civils, Building and Services), employees will commence employment on an entry rate. After 12 weeks of continued employment with the same contractor, employees will be paid the IDZ Rate as is contained in Annexures H 1 and L.
- 14.1.5 It is recorded that a dispute relating to the future of the Building Industry Bargaining Council in Port Elizabeth exists. Until such time as this dispute has been resolved, the provisions of clause 14.1.4 shall apply.
- 14.1.6 Category 1 (MEI) employees will commence on the entry rate. After 16 weeks of continued employment with the same contractor employees will automatically increase to the Category 1 rate in terms of the Main Agreement
- 14.1.7 Local employees who can produce an industry skills record log book will undergo competency assessment by the Zone Operators' Labour and Business Management Services Contractor at recruitment stage to ensure that the employee is competent to perform the work for which he/she is employed.

14.2 Payment of Wages

- 14.2.1 Wages of all local and seconded core employees shall be paid in arrears, by bank transfer through a wage bureau that will be established on the IDZ.

- 14.2.2 Frequency of payment will be agreed in a PLA for a project.
- 14.2.3 Pay slips will be issued during working hours and pay queries will be addressed with the individual Contractor concerned, in terms of his procedures. The Contractor will address pay queries.
- 14.2.4 The Contractor by whom they are permanently employed will continue to pay permanent employees seconded to a project on the IDZ, through the head office.

14.3 **Hours of Work and Overtime**

- 14.3.1 The IDZ hours of work will comply with current Legislation and Industry Agreements.
- 14.3.2 All hours worked in excess of the normal time limitations in the Industry Agreement will be paid at the applicable overtime rates.
- 14.3.3 Included in the working periods will be a 30-minute unpaid lunch break as well as one 15 minute paid rest break. Should the daily hours on a working day be more than 8.5 hours a second 15-minute paid rest break will be implemented in the afternoon. Details to be agreed in a PLA
- 14.3.4 Pay weekends will be from 12:00 on Pay Fridays until normal start time on the following Monday. On Pay Fridays there will be no lunch break.
- 14.3.5 Projects shall agree working hour arrangements and payment thereof in a PLA.
- 14.3.6 Special night shift arrangements may be agreed at Project level in a PLA where continuous processes need to be implemented
- 14.3.7 Night Shift allowances will be paid as per Industry Agreements.

14.4 **Public Holidays**

- 14.4.1 The IDZ will observe all statutory Public Holidays, as set out in **Annexure I**.

14.4.2 Employees required to work on statutory Public Holidays will be paid in terms of the provisions of the Industry Agreements.

14.5 **Long Week-ends**

Long weekends on the IDZ will be granted as follows:

14.5.1 Easter Weekend.

14.5.2 Two weekends between Easter and Christmas.

14.5.3 A Long weekend will commence at the end of the normal shift on a Wednesday and work commences at 07h00 the following Tuesday.

14.5.4 The scheduling of long weekends and payments will be agreed in a PLA on a project.

14.6 **Tool Arrangements**

14.6.1 **Employee Private Tools**

14.6.1.1 Contractors on a Project will provide safe lock-up areas for the safe keeping of employee tools.

14.6.1.2 Employees shall declare all tools brought onto a Project. This declaration shall be verified and signed by the project security and/or the employee's supervisor.

14.6.1.3 The employee will accept full responsibility for safe guarding his tools whilst on the IDZ. The contractors will apply the provisions of the applicable Industry Agreements in this regard.

14.6.1.4 Save, for the provisions contained in Annexure J for Civil Engineering Shutter hands, the industry agreements will apply to all other employees in respect of tool arrangements.

14.6.2 **Contractors Tools, Equipment and Property**

Employees issued with tools and property provided by the contractors will in writing confirm responsibility for the safe and efficient use of these items and will ensure no damage, abuse or loss. In the event of negligent and/or wilful loss or damage, the Contractor may recover from the employee the replacement value of such items.

14.6.3 **Tools and Equipment for Shutter hands**

The above will be dealt with in terms of the provisions of the Tools Policy for Shutter hands annexed hereto as **Annexure J**.

14.7 **Transport**

14.7.1 **Local Transport**

14.7.1.1 Contractors shall provide daily transport for local employees, from designated pick up points to and from each of the Projects on the IDZ.

14.7.1.2 Contractors shall provide daily transport for seconded employees from the Construction Village, and each of the Projects on the IDZ.

14.7.1.3 Transport arrangements will be coordinated through the NMMM Transport Forum.

14.7.2 **Transport for Long Weekends**

Employees seconded from outside the NMMM will be provided with free bus transport to the main centre nearest to their homes for Christmas, Easter and two more trips during the year.

14.8 **Accommodation**

Accommodation and full board will only be provided to Employees seconded from outside the NMMM ~~in a construction village situated near the IDZ.~~

14.8.1 Local employees shall not be accommodated ~~in the Construction Village, but shall receive a lunch pack on each working day.~~

14.8.2 In instances where a contractor is permanently based in the NMMM, his permanent employees shall be deemed to be “core” employees and shall be seconded to a project on the IDZ on a “Secondment Contract of Employment”. Such employees shall ~~not, however, be accommodated in the Construction Village, but shall~~ continue to reside locally.

14.9 **Inclement Weather**

Inclement weather will be dealt with as follows:

14.9.1 If work is not possible any time during the first four (4) hours of work due to inclement weather, four, (4) hours will be paid provided that the employee has reported for work.

14.9.2 If work is not possible any time after four, (4) hours have been worked due to inclement weather, the actual hours worked for that day will be paid.

14.9.3 If Contractor Management advises employees the day before not to report for work the following day because work will not be possible due to inclement weather, then no payment will be made for that day.

14.9.4 In cases where work can continue under cover, the provisions of this clause shall not apply.

14.9.5 Notwithstanding the above, employees shall in any event be paid not less than 66% of their weekly wage based on normal hours, irrespective of the number of hours by which the Project hours for that week were reduced as a result of inclement weather.

14.9.6 The provisions of this clause shall not apply to essential services.

14.10 **Annual Leave**

- 14.10.1 Annual paid leave will be granted as provided for in the Industry Agreements.
- 14.10.2 Upon demobilisation, all accrued leave will be paid out on a pro-rata basis.
- 14.10.3 Accrued leave will be paid out at the time of the annual shutdown.

14.11 **Annual Bonus/Leave Enhancement Bonus**

Annual bonus/leave enhancement bonus will be paid as provided for in the Industry Agreements.

14.12 **Sick Leave**

Sick leave will be paid as provided for in the Industry Agreements.

14.13 **IDZ Bonus**

- 14.13.1 An IDZ Bonus equal to 9.25 hours wages will accrue for each completed month worked on a Project on the IDZ for an individual Contractor.
- 14.13.2 The IDZ Bonus will only be paid upon demobilisation and not in the event of resignation or dismissal.
- 14.13.3 The IDZ Bonus will only be paid to the employee, provided that during his/her period of employment the employee:
 - 14.13.3.1 is not absent without consent;
 - 14.13.3.2 does not participate in any unprotected disruption or unprotected industrial action;
 - 14.13.3.3 does not refuse to work on a working Saturday or work contractual/agreed overtime in terms of this agreement if requested to do so.

14.13.4 In the event of unauthorised absence, or refusal to work on a working Saturday or work contractual /agreed overtime, the employee will forfeit 100% of his/her IDZ Bonus for that month in which the unauthorised absence or refusal occurs.

14.13.5 In the event of the employee participating in any unprotected disruption or unprotected industrial action, the total IDZ Bonus accrued will be forfeited.

14.14 Services Contractors Conditions of Employment

14.14.1 The principles contained in this Agreement shall be applicable to all Services Contractors working on the IDZ.

14.14.2 Applicable practices and procedures, in line with the relevant industry agreements will apply.

14.15 Allowances, Subsidies and Bonus

No allowances, subsidies or bonuses, other than those contained in Industry Agreements, this Agreement or agreed in a PLA, will be considered or paid on the IDZ.

14.16 Skills Transfer/Upgrading

Contractors shall provide where applicable on the job training so as to upgrade the general skills of employees as required by the IDZ. A training Policy will be provided to the parties by the Zone Operator once it becomes available.

14.17 Exemptions

In order to achieve and maintain commonality, and after consultations, the Parties agree to, where necessary approach their respective centralised collective bargaining bodies to apply for exemption from Industry Agreements applicable on the IDZ.

15 RECRUITMENT

15.1 Preference for employment in TASK grade A to D (Civils and Building) and Category 1 to 3 (MEI) shall be given to local candidates residing in the NMMM who are in possession of appropriate qualifications, skills or experience in the construction or contracting industries.

- 15.2 Recruitment of local employees shall only take place through the recruitment centre provided by the Zone Operator.
- 15.3 Contractors will be entitled to staff a project on the IDZ with seconded labour for core skills in categories other than those referred to in clause 15.1.

16 NON-COMPLIANCE

In the event of a party failing to comply with the provision of this Agreement or any Agreement reached in terms of this Agreement and after attempts have failed to resolve the breach, the matter will be dealt with in terms of the Dispute Resolution Procedures as contained in **Annexure E**.

17 DURATION OF THIS AGREEMENT

This Agreement shall come into operation on the date of execution hereof and shall remain in effect for the duration of the construction and commissioning periods of projects on the IDZ.

18 DOMICILIA NOTICES

- 18.1 For the purposes of this Agreement, including the giving of all notices and services of legal process, the Parties choose domicilium citandi et executandi (domicilium) as set out below.
- 18.2 A party may at any time change its address by notice, in writing, to the other Parties, provided that the new domicilium is or includes a physical address at which process can be served. The new domicilium will become effective ten (10) days after notice has been served.
- 18.3 Any notice given in connection with or required by this Agreement shall be in writing and be delivered by hand or sent by prepaid registered post or sent by prepaid telegram or facsimile or electronic mail to the domicilium of the other Parties.

**SIGNED AND DATED AT PORT ELIZABETH ON THIS 25th DAY OF
SEPTEMBER 2002.**

Signed for BCAWU

Witness

Name:
Designation

Address:

Fax No:
E/Mail:

Signed for NUM

Witness

Name:
Designation

Address:

Fax No:
E/Mail:

Signed for NUMSA

Name:
Designation

Address:

Fax No:
E/Mail:

Witness

Signed for NETU

Name:
Designation

Address:

Fax No:
E/Mail:

Witness

Signed for SAFCEC

Name:
Designation

Address:

Fax No:
E/Mail:

Witness

Signed for CEA(SA)

Name:
Designation

Address:

Fax No:
E/Mail:

Witness

Signed for ECMBA

Name:
Designation

Address:

Fax No:
E/Mail:

Witness

Signed for AUBTW

Name:
Designation

Address:

Fax No:
E/Mail:

Witness

Signed for MWU Solidarity

Witness

Name:
Designation

Address:

Fax No:
E/Mail:

Signed for MEWUSA

Witness

Name:
Designation

Address:

Fax No:
E/Mail:

Signed for SAEWA

Witness

Name:
Designation

Address:

Fax No:
E/Mail:

Signed for ECA

Witness

Name:
Designation

Address:

Fax No:
E/Mail:

Signed for ECAIA(EC)

Witness

Name:
Designation

Address:

Fax No:
E/Mail:

Signed for SERVICES CONTRACTORS

Witness

Name:
Designation

Address:

Fax No:
E/Mail:

Company letterhead

**LIMITED DURATION CONTRACT OF EMPLOYMENT (LDC)
FOR LOCAL EMPLOYEES**

The Contractor : _____

hereby agrees to engage the service of the

Employee: _____

1 EMPLOYMENT

- 1.1 The nature of the Contractor's operations relates to a specific construction/ contract being : _____ on the Coega Industrial Development Zone (Specify Contract No. and package description) consequently the Contractor is not in a position to offer permanent employment but is able to offer employment of a temporary nature.
- 1.2 The Employee acknowledges that this contract is of a temporary nature and for a limited duration, and no expectation of permanent employment is created.
- 1.3 The Employee will be engaged as a _____ in _____ (Employment Group as per Industry wage schedule).
- 1.4 The Employee's employment on the project will commence on _____ and will terminate on completion of the task/job for which the employee was employed. The period of employment on the project shall not exceed the time for which the employee's services are required for a task/job on the Project or a particular phase thereof.

2 WAGES

- 2.1 The Employee's rate of pay will be _____ (as per Standard Wage Rates).
- 2.2 The Employee's wages will be paid by bank transfer, ~~weekly/fortnightly~~ in arrears.

3 **HOURS OF WORK AND OVERTIME**

3.1 The hours of work will be:

	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.	Sun.
Week 1							Rest
Week 2							Rest

3.2 There will be ... paid 15-minute rest interval from

3.3 There will be a 30 minute unpaid lunch break from

3.4 The hours set out in Clause 3.1 could be increased or reduced according to project requirements.

3.5 Hours worked in excess of normal hours (as set out in Industry Agreements) per fortnight will be paid as overtime in accordance with the applicable industry agreement.

3.6 Twice per year at Easter and Christmas the IDZ/Project will shutdown, and a further two long weekends will be implemented between Easter and Christmas.

4 **TRANSPORT**

The employee will be provided with transport from designated pick up points to the Project site and return on a daily basis.

~~5 **LUNCHPACK**~~

~~The employee will be provided with a daily lunch pack.~~

6 **NOTICE**

Notice of termination of employment upon completion of task or when operational requirements necessitate a reduction of manning levels, will be dealt with in terms of the Demobilisation Procedure.

7 **OTHER CONDITIONS**

7.1 The conditions of employment not specifically dealt with above will be those prevailing in the applicable industry agreement, Zone Labour Agreement, applicable Project Labour Agreement, Contractor's policy and general rules and regulations.

- 7.2 The Employee shall be evaluated for the job category for which he is tendering his services, to the satisfaction of the Contractor.
- 7.3 The Employee shall, upon termination of employment, receive a “Skills Record Logbook” recording his/her employment and training on the IDZ.
- 7.4 The Employee shall be required to complete a pre and post Declaration of Medical History.

8 OCCUPATIONAL HEALTH AND SAFETY

The employee acknowledges that exposure to hazardous conditions may occur. The employee undertakes to take all reasonable steps to protect himself from the dangers of contracting any such diseases or injury and to comply with any IDZ procedures, recommendations, guidelines and preventative measures that may apply with regard to Occupational Health, Safety and Hygiene.

9 CONTRACTORS TOOLS, EQUIPMENT AND PROPERTY

- 9.1 The employee accepts responsibility for the safe and efficient use of the Contractors tools, equipment and property, and will ensure that no abuse, loss or negligent damage takes place.
- 9.2 In the event of abuse, loss or negligent or wilful damage the Contractor is entitled to recover the replacement value of such items from the employee, subject to an enquiry or investigation.

10 IDZ BONUS

- 10.1 An IDZ Bonus of 9.25 hours wages for each completed month worked with the same contractor will be paid upon demobilisation.
- 10.2 The IDZ Bonus will be affected should the employee participate in one or all of the following:-
 - 10.2.1 be absent without permission;
 - 10.2.2 participate in any unprotected disruption or unprotected industrial action;
 - 10.2.3 refuse to work on a working Saturday or work contractual/agreed overtime in terms of this agreement if requested to do so.

- 10.3 In the event of unauthorised absence, or refusal to work on a working Saturday or work contractual/agreed overtime, the employee will forfeit 100% of his/her IDZ Bonus for that month in which the unauthorised absence occurs.
- 10.4 In the event of the employee participating in any unprotected disruption or unprotected industrial action, the total IDZ Bonus accrued prior to the disruption or unprotected industrial action will be forfeited.

11 **SECURITY**

The Employee will be issued with an IDZ access permit, which will be worn at all times for identification purposes. Without this card the Employee will not be permitted on the IDZ. Should the card be lost, the cost of a replacement card (R 50-00) will be deducted from the Employee's wages.

12 **EMPLOYEE UNDERTAKING**

I undertake to: -

- 12.1 Abide by all conditions of employment;
- 12.2 Channel all grievances through the correct procedure;
- 12.3 Respect fellow employees as individuals and respect each individual's freedom of choice;
- 12.4 Work safely and not endanger fellow workers;
- 12.5 Recognise that the success of the IDZ represents an important development milestone for the Eastern Cape Region;
- 12.6 Not participate in unlawful or unprocedural industrial action;
- 12.7 Abide by all IDZ rules and regulations;
- 12.8 Comply with the IDZ Labour Agreement (ZLA) and applicable PLA, as may be amended from time to time;
- 12.9 Agree to work the hours in the ZLA and applicable PLA and overtime when required to do so;
- 12.10 Not be absent without permission;
- 12.11 Undertake to work to the best of my ability in compliance with my contractual obligations towards my employer.

I _____ acknowledge that the conditions set out in clauses 1-12 have been explained to me and I understand the contents of this contract and signify acceptance thereof, during my period of employment on the Coega Industrial Development Zone.

Signed at : _____ on _____

For the Company : _____

Employee: _____

Witness: _____

Employee Address: _____

Bank details are as follows: -

Bank:

Account Number:.....

Branch:.....

Company Letterhead

Employee Name:

SECONDMENT CONTRACT OF EMPLOYMENT IN RESPECT OF PERMANENT EMPLOYEES SECONDED TO THE COEGA INDUSTRIAL DEVELOPMENT ZONE

The employee confirms that he has been in the full time permanent employ of the Contractor since

There are specific conditions of employment applicable to the Coega Industrial Development Zone and this need to be accepted by you prior to your secondment to the project on the IDZ.

Your conditions of employment specific to the ... project on the IDZ for the duration of your secondment will be in accordance with the Zone Labour Agreement and the applicable PLA for the Coega Industrial Development Zone and as follows :

1 POSITION AND WAGES

1.1 Your occupation on the IDZ will be (Group Wage Schedule) but you will be required carry out other types of work if and when required, as is provided for in the applicable industry agreement.

1.2 Your rate of pay upon secondment to the IDZ will be your current rate of R..... per hour.

1.3 Increases to your wage will be as per the applicable industry agreement. No other increases will be applicable to you whilst you are on the IDZ, unless you are promoted to a higher job category.

1.4 Payment of wages will be made from the Company’s Head Office.

2 PERIOD OF SECONDMENT TO THE IDZ

2.1 The period of your secondment on the IDZ shall not exceed the time for which your services are required on the IDZ or a particular phase thereof, with due regard for the requirement of your particular skill at that time where-after you will be demobilised and returned to your Company home base.

2.2 Your secondment will automatically terminate if the Zone Operator or GCM requests your removal from the IDZ, for a valid reason.

3 HOURS OF WORK AND OVERTIME

3.1 The hours of work on the project will be:

	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.	Sun .
Week 1							Rest
Week 2							Rest

3.2 Shift start and finish times will be as agreed.

3.3 There will be ... paid 15-minute rest interval from

3.4 There will be a 30 minute unpaid lunch break from

3.5 The hours set out in Clause 3.1 could be increased or reduced according to project requirements.

3.6 Hours worked in excess of normal hours per fortnight will be paid as overtime in accordance with the applicable industry agreement.

4 TRANSPORT

4.1 You will be provided with free bus transport to the IDZ at the start of your Secondment Contract and return upon your demobilisation from the IDZ to your Company home base.

4.2 You will be provided with free return bus transport to the main centre nearest to your home during Easter and Christmas shutdowns and two long weekends.

5 ACCOMMODATION AND MEALS

You will be provided with single status full board and lodging ~~in the Construction Village, which includes a daily lunch pack.~~

6 OTHER CONDITIONS

6.1 The conditions of employment not specifically dealt with above will be those prevailing in the applicable industry agreement, Zone Labour Agreement, applicable Project Labour Agreement, Company's policy and general rules and regulations.

6.2 You shall, upon demobilisation, receive a "Skills Record Logbook" recording your employment and training on the IDZ.

6.3 You shall be required to complete a pre and post Declaration of Medical History.

7 HEALTH

You acknowledge that exposure to hazardous conditions may occur. You undertake to take all reasonable steps to protect yourself from the dangers of contracting any such diseases or injury and to comply with any IDZ procedures, recommendations, guidelines and preventative measures that may apply with regard to Health, Safety and Hygiene.

8 CONTRACTORS TOOLS, EQUIPMENT AND PROPERTY

8.1 You accept responsibility for the safe and efficient use of the Contractors tools, equipment and property, and will ensure that no abuse, loss or negligent damage takes place.

8.2 In the event of abuse, loss or negligent damage the Contractor is entitled to recover the replacement value of such items from you, subject to an enquiry and or investigation.

9 IDZ BONUS

9.1 An IDZ Bonus of 9.25 hours wages for each completed month worked with the same contractor will be paid upon demobilisation.

9.2 The IDZ Bonus will be affected should you participate in one or all of the following:-

9.2.1 be absent without permission;

9.2.2 participate in any unprotected disruption or unprotected industrial action;

9.2.3 refuse to work on a working Saturday or work contractual/agreed overtime in terms of this agreement if requested to do so.

9.2.4 be absent without permission, or refuse to work on a working Saturday or work contractual/agreed overtime, the employee will forfeit 100% of his/her IDZ Bonus for that month in which the unauthorised absence occurs.

9.2.5 In the event of you participate in any unprotected disruption or unprotected industrial action, the total IDZ Bonus accrued prior to the disruption or unprotected industrial action will be forfeited.

10 RULES AND REGULATIONS

10.1 You will be required to adhere to all rules and regulations, including any specific occupational health and safety regulations in place on the IDZ. These rules and regulations will be explained to you at the induction course when you arrive on the IDZ.

10.2 In the event of disciplinary action being taken against you whilst on secondment, the effect of such disciplinary action will be the same as if the Company took such action.

10.3 In the event of you being dismissed whilst on secondment your contract of employment with the Company will also terminate.

11 **SECURITY**

You will be issued with an IDZ Access Permit, which you will wear at all times for identification purposes. Without this card, you will not be permitted on the IDZ or in the Construction Village. Should you lose this card, the cost of replacement card (R50.00) will be deducted from your wages.

12 **EMPLOYEE UNDERTAKING**

I undertake to: -

- 12.1 Abide by all conditions of employment;
- 12.2 Channel all grievances through the correct procedure;
- 12.3 Respect fellow employees as individuals and respect each individual's freedom of choice;
- 12.4 Work safely and not endanger fellow workers;
- 12.5 Recognise that the success of the IDZ represents an important development milestone for the E/Cape Region;
- 12.6 Not participate in unlawful or unprocedural industrial action;
- 12.7 Abide by all IDZ and Project rules and regulations;
- 12.8 Comply with the Zone Labour Agreement (ZLA) and PLA, as may be amended from time to time;
- 12.9 Work the hours in the ZLA and PLA and overtime when required to do so;
- 12.10 Not be absent without permission;
- 12.11 Work to the best of my ability in compliance with my contractual obligations towards my employer.

13 **HOME ADDRESS**

The employee confirms the home address to be: -

Name: _____

Contact Person: _____

Address: _____

Telephone: _____

14 **HOME BASE PERMANENT CONDITIONS OF EMPLOYMENT**

The conditions contained herein will be valid during your secondment to the Coega Industrial Development Zone. Upon demobilisation, you will revert to the permanent employment conditions applicable to you prior to your secondment to the IDZ.

I,....., the undersigned hereby acknowledge that the conditions of this Secondment Contract of Employment, as set out in Clause 1 to 15 above, have been explained to me and that I understand and accept these terms and conditions as binding upon me during my period of employment on the Coega Industrial Development Zone.

Signature of Employee

Signature-Authorised Employer
Representative

Date:

Company Letterhead

Employee Name:

**SECONDMENT CONTRACT OF EMPLOYMENT IN RESPECT OF CORE EMPLOYEES
SECONDED TO THE COEGA INDUSTRIAL DEVELOPMENT ZONE**

There are specific conditions of employment applicable to the Coega Industrial Development Zone and these need to be accepted by you prior to your secondment to the Project on the IDZ.

Your conditions of employment specific to the Project on the IDZ for the duration of your secondment will be in accordance with the Zone Labour Agreement, for the Coega Industrial Development Zone and as follows :

1 POSITION AND WAGES

- 1.1 Your occupation on the IDZ will be
(Group Wage Schedule) but you will be required carry out other types of work if and when required, as is provided for in the applicable industry arrangements.
- 1.2 Your rate of pay upon secondment to the IDZ will be R..... per hour.
- 1.3 Increases to your wage will be as per the applicable industry agreement. No other increases will be applicable to you whilst you are on the IDZ, unless you are promoted to a higher job category.
- 1.4 Payment of wages will be in accordance with the provisions of the ZLA and applicable PLA.

2 PERIOD OF SECONDMENT TO THE IDZ

- 2.1 The period of your secondment on the IDZ shall not exceed the time for which your services are required on the IDZ or a particular phase thereof, with due regard for the requirement of your particular skill at that time whereafter you will be demobilised and returned to your Company home base.
- 2.2 Your secondment will automatically terminate if the Zone Operator or GCM requests your removal from the IDZ for a valid reason.

3 **HOURS OF WORK AND OVERTIME**

3.1 The hours of work on the ... project will be:

	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.	Sun .
Week 1							Rest
Week 2							Rest

3.2 Shift start and finish times will be as agreed.

3.3 There will be ... paid 15-minute rest interval from

3.4 There will be a 30 minute unpaid lunch break from

3.5 The hours set out in Clause 3.1 could be increased or reduced according to project requirements.

3.6 Hours worked in excess of normal hours per fortnight will be paid as overtime in accordance with the applicable industry agreement.

4 **TRANSPORT**

4.1 You will be provided with free bus transport to the IDZ at the start of your Secondment Contract and upon your demobilisation from the IDZ to your Company home base.

4.2 You will be provided with free return bus transport to the main centre nearest to your home during Easter and Christmas shutdowns and two long weekends.

5 **ACCOMMODATION AND MEALS**

You will be provided with single status full board and lodging ~~at the Construction Village which include a daily lunch pack.~~

6 **OTHER CONDITIONS**

6.1 The conditions of employment not specifically dealt with above will be those prevailing in the applicable industry agreements, Zone Labour Agreement, applicable Project Labour Agreement, Company's policy and general rules and regulations.

6.2 You shall, upon demobilisation, receive a "Skills Record Logbook" recording your employment and training on the IDZ.

6.3 You shall be required to complete a pre and post Declaration of Medical History.

7. OCCUPATIONAL HEALTH

You acknowledge that exposure to hazardous conditions may occur. You undertake to take all reasonable steps to protect yourself from the dangers of contracting any such diseases or injury and to comply with any IDZ procedures, recommendations, guidelines and preventative measures that may apply with regard to Occupational Health, Safety and Hygiene.

8. CONTRACTORS TOOLS, EQUIPMENT AND PROPERTY

8.1 You accept responsibility for the safe and efficient use of the Contractors tools, Equipment and Property, and will ensure that no abuse, loss or negligent damage takes place.

8.2 In the event of abuse, loss or negligent damage the Contractor is entitled to recover the replacement value of such items from the employee, following an enquiry or investigation.

9. IDZ BONUS

9.2 An IDZ Bonus of 9.25 hours wages for each completed month worked with the same contractor will be paid upon demobilisation.

9.3 The IDZ Bonus will be affected should the employee participate in one or all of the following:-

9.3.1 be absent without consent;

9.3.2 participate in any unprotected disruption or unprotected industrial action;

9.3.3 refuse to work on a working Saturday or work contractual/agreed overtime in terms of this agreement if requested to do so.

9.3.4 in the event of unauthorised absence, or refusal to work on a working Saturday or work contractual/agreed overtime, you will forfeit 100% of your IDZ Bonus for that month in which the unauthorised absence occurs.

9.3.5 in the event of you participating in any unprotected disruption or unprotected industrial action, the total IDZ Bonus accrued prior to the disruption or unprotected industrial action will be forfeited.

10. RULES AND REGULATIONS

You will be required to adhere to all rules and regulations, including any specific occupational health and safety regulations in place on the IDZ. These rules and regulations will be explained to you at the induction course when you arrive on IDZ.

In the event of disciplinary action being taken against you whilst on secondment, the effect of such disciplinary action will be the same as if the Company took such action.

In the event of you being dismissed whilst on secondment your contract of employment with the Company will also terminate.

11. SECURITY

You will be issued with an IDZ Access Permit, which you will wear at all times for identification purposes. Without this card, you will not be permitted on the IDZ or in the Construction Village. Should you lose this card, the cost of replacement card (R50.00) will be deducted from your wages.

12. EMPLOYEE UNDERTAKING

I undertake to:-

- Abide by all conditions of employment;
- Channel all grievances through the correct procedure;
- Respect fellow employees as individuals and respect each individual's freedom of choice;
- Work safely and not endanger fellow workers;
- Recognise that the success of the IDZ represents an important development milestone for the E/Cape Region;
- Not participate in unlawful or unprocedural industrial action;
- Abide by all IDZ and Project rules and regulations;
- Comply with the Zone Labour Agreement (ZLA) and PLA, as may be amended from time to time;
- Agree to work the hours in the ZLA and PLA and overtime when required to do so;
- Not be absent without permission;
- Work to the best of my ability in compliance with my contractual obligations towards my employer.

13. HOME ADDRESS

The employee confirms the home address to be:-

Contact Person: _____

Name : _____

Address: _____

Telephone: _____

14. PAYMENT OF WAGES/SALARIES

Payment of wages/salaries will be done fortnightly in arrears by electronic transfer into your bank account.

Details of my banking account are as follows:

Bank/Building Society :
.....

Account Number :
.....

Branch :
.....

15. HOME BASE CONDITIONS OF EMPLOYMENT

The conditions contained herein will be valid during your secondment to the Coega Industrial Development Zone. Upon demobilisation, you will revert to the conditions applicable to you prior to your secondment to the IDZ.

I, the undersigned,
hereby acknowledge that the conditions of this Secondment Contract of Employment, as set out in Clause 1 to 15 above, have been explained to me and that I understand and accept these terms and conditions as binding upon me during my period of employment on the Coega Industrial Development Zone.

Signature of Employee

Signature-Authorised Employer
Representative

Date

DISCIPLINARY POLICY, PROCEDURE AND CODE GUIDELINE

1. PREAMBLE

All Contractors operating on the IDZ must have certain rules and regulations to carry out its activities in an orderly and meaningful manner.

It is the duty and prerogative of management and supervision to correct working practices that do not conform to the disciplinary code with which employees are required to comply for the safe and efficient operation of the work

Employees should know what is expected of them and management and supervision must be aware of the method of dealing with alleged ill discipline.

2. POLICY

The guidelines are established to ensure that a common framework exists for disciplinary action to be taken across the IDZ.

- 2.1 Enforcement of discipline is management’s prerogative and all levels of management must take appropriate disciplinary action when warranted. The intention of this action must be preventative and corrective and not punitive. To achieve this aim, the following principles will be observed:
 - 2.1.1 Management will, in the first place seek to correct an employee’s poor performance or conduct through informal counselling.
 - 2.1.2 Management will apply the formal disciplinary process only when informed that counselling is inappropriate or has failed.
 - 2.1.3 Clear evidence of a breach of rules and regulations or unsatisfactory performance must be established.
 - 2.1.4 Management accepts that no employee will be formally disciplined without a fair hearing and an opportunity to put his case.
 - 2.1.5 Careful consideration of the circumstances of the alleged offence must be given before disciplinary action is taken.
 - 2.1.6 Disciplinary action must be prompt and fair.
 - 2.1.7 Management must strive wherever possible and with due reference to the circumstances of each individual case to be consistent in taking disciplinary action.
 - 2.1.8 Where applicable, the contractor may consider suitable counselling and rehabilitation, as an alternative to dismissal.

3. DISCIPLINARY CODE

The disciplinary code is the establishment of a formal framework for disciplinary action. It sets out rules and regulations with which employees are required to comply. The code is based on the following principles:

- 3.1 The right of management to take disciplinary steps against any employee who acts in a manner conflicting with the interest of the company.
- 3.2 The company recognises the differences between warning offences and dismissible offences.
- 3.3 The company recognises the right of the employee to appeal against any disciplinary measure considered unjust or unfair.

4. NATURE OF DISCIPLINARY MEASURES

4.1 There are four types of disciplinary measures, depending on the circumstances, which may be applied. In order of severity, these are :

- Verbal warning/counselling
- Written warning
- Final written warning
- Dismissal

The time periods relating to the expiry of warnings are as follows :

- Verbal warnings : three months
- Written warnings : six months
- Final written warnings : twelve months

Whenever formal disciplinary action is taken against an employee a hearing will be held into any offence, which may result in a Final Written Warning or Dismissal.

All disciplinary warnings are cumulative.

4.2 The Disciplinary Procedure

4.2.1 Level One - Verbal Warning/Counselling

If the immediate management is of the opinion that the conduct or performance of an employee is unsatisfactory, but does not warrant disciplinary action, then a verbal warning/counselling will be given.

The verbal warning/counselling will be noted on the Disciplinary Report Form and placed in the employee's personal file and a copy given to the employee. This verbal warning/counselling shall remain valid for a period of three months from date of issue. The employee has the right to be represented.

4.2.2 Level Two - Written Warning

If subsequent to issuing a verbal warning/Counseling, management is still not satisfied with the performance of the employee, or if the employee commits another offence, which requires a written warning, management and immediate superior shall discuss the nature of the transgression, the corrective action and the disciplinary steps with the employee.

Management must then complete the Disciplinary Report Form and secure the signature of the employee and the employee representative thereon as an acknowledgment of receipt of the written warning, even though the employee may not necessarily agree with the disciplinary action applied. Should the employee refuse to sign the warning, and then the immediate manager shall merely note the fact thereon. The employee has the right to be represented.

The disciplinary warning should then be placed in the employee's personal file and a copy given to the employee. This written warning shall remain valid for a period of six months from date of issue.

4.2.3 Level Three - Final Written Warning

If, subsequent to issuing a written warning, management is still not satisfied with the performance or behaviour of the employee, or if the employee commits another offence within the prescribed period of six months, or if an employee commits any offence which warrants a final warning, then the same procedure as detailed in level two shall be followed. The final written warning shall remain valid for a period of 12 months from date of issue.

Management shall ensure that the employee and the employee's representative are aware of the fact that, should the employee commit a further offence within the period of twelve months following receipt of the final written warning, then that offence shall be subject to the decision reached at the formal disciplinary enquiry.

4.2.4 Level Four - Formal Disciplinary Enquiry

If, subsequent to issuing a written warning, the supervisor is still not satisfied with the performance or behaviour of the employee, or the employee commits a further offence within the prescribed period of twelve months, or if an employee commits an offence which could render him liable for dismissal, then the supervisor shall request a formal disciplinary enquiry.

The supervisor shall complete the Disciplinary Report Form, stating the ground for an enquiry, will report the matter to the senior manager and hand over the disciplinary report. In the absence of the senior manager of the department concerned, the supervisor may hand the disciplinary report to any designated senior manager.

The senior manager shall inform the employee in writing by way of the Formal Disciplinary Enquiry Notification.

The senior manager shall, after a minimum period of 24 hours, and within two clear working days, conduct a formal enquiry in the presence of the employee, the employee representative, immediate management and any witnesses.

The senior manager shall ensure that a record of the proceedings is kept. The senior manager shall ensure that the enquiry is conducted in a fair and proper manner. The senior manager shall, within two clear working days of the enquiry, give a decision on the matter. The decision shall be recorded on the disciplinary report and a copy, signed by the parties, made available to the employee and the Site / Shop steward or employee representative.

The senior manager shall ensure that the employee and the employee's representative are made aware of the right of the employee to appeal against the disciplinary action taken.

4.2.5 Level Five - Appeal Hearing

Any employee disciplined in terms of this procedure but not dismissed may appeal, in writing, to the next level of management, i.e. to the more senior supervisor or manager to the one who implemented the disciplinary action.

The employee may be represented at the Appeal hearing by a Site / Shop Steward, employee representative or a Trade Union Official.

Any employee dismissed in terms of the disciplinary procedures shall have the right to appeal. The grounds for the appeal against dismissal or disciplinary action shall be submitted in writing to the manager concerned within three working days of the disciplinary action.

The manager concerned shall, as soon as possible, but within two clear working days of receipt of the appeal application, conduct a formal appeal hearing. The appeal hearing shall be conducted along similar lines to the disciplinary enquiry. The Manager concerned shall, within two clear working days of the appeal hearing give a decision, which will be final, unless the dispute is referred to the Commission for Conciliation, Mediation and Arbitration (CCMA) or relevant Bargaining Council.

4.3 Employee Representative

Any employee disciplined in terms of levels two, three or four or appealing in terms of level five of the disciplinary procedure may nominate any fellow employee representative from his place of work to act as a representative during the proceedings.

4.4 Dispute Resolution

Following conclusion of the procedure as above, nothing contained herein will prohibit the parties to take any action that they are entitled to in terms of this Agreement or the Act.

4.5 Disciplinary Code

A Disciplinary Code will be issued to all Contractors and employees as a guideline.

4.6 Management and employees may agree to pre-dismissal arbitration by the CCMA, relevant accredited Bargaining Council or any other accredited organisation.

DISCIPLINARY REPORT FORM	
Department / Section :	
Employee :	Senior Manager :
Supervisor :	Date :
<u>LEVEL ONE : VERBAL WARNING/COUNCELING</u>	
Incident :	Time :
Date :	Place :
Witness :	
Witness :	
Witness :	
Nature of Transgression :	
Disciplinary Action :	
Consequences of a re-occurrence :	
Signature of Supervisor :	
Signature of Employee :	

The signature of the employee signifies that the employee has received the notice of disciplinary action, whether or not the employee agrees with the action.

DISCIPLINARY REPORT FORM	
Department / Section :	
Employee :	Senior Manager :
Supervisor :	Date :
<u>LEVEL TWO : WRITTEN WARNING</u>	
Incident :	Time :
Date :	Place :
Witness :	
Witness :	
Witness :	
Nature of Transgression :	
Disciplinary Action :	
Consequences of a re-occurrence :	
Signature of Supervisor :	
Signature of Employee :	
Signature of Representative :	

The signature of the employee signifies that the employee has received the notice of disciplinary action, whether or not the employee agrees with the action.

DISCIPLINARY REPORT FORM	
Department / Section :	
Employee :	Senior Manager :
Supervisor :	Date :
<u>LEVEL THREE : FINAL WRITTEN WARNING</u>	
Incident :	Time :
Date :	Place :
Witness :	
Witness :	
Witness :	
Nature of Transgression :	
Disciplinary Action :	
Consequences of a re-occurrence :	
Signature of Supervisor :	
Signature of Employee :	
Signature of Representative :	

The signature of the employee signifies that the employee has received the notice of disciplinary action, whether or not the employee agrees with the action.

FORMAL DISCIPLINARY ENQUIRY NOTIFICATION

Department / Section :

Employee :

Senior Manager :

Date :

NOTIFICATION OF FORMAL DISCIPLINARY ENQUIRY

You are hereby notified that a full disciplinary enquiry into the transgression as detailed hereunder is to be held as follows

Date :	Time :
Place :	
Details of Transgression :	

Handed to the Employee on :
Signature of Senior Manager :
Signature of Supervisor :
Signature of Employee :

The signature of the employee signifies that the employee has received the notice of disciplinary enquiry, whether or not the employee agrees with the action.

Please note that your rights at the enquiry are as follows:

- The right to be represented by a fellow employee.
- The right to a fair and proper hearing.
- The right to call and cross-examine witnesses.
- The right to appeal against any disciplinary action.
- The right to an interpreter if required.

GRIEVANCE PROCEDURE

1 **OBJECTIVE**

The objective of the grievance procedure is to provide individual employees with an effective method of voicing without prejudice, a grievance, complaint, problem, dissatisfaction or feeling of injustice regarding the work situation to more than one level of management, and to enable a grievance to be settled as close to its source as quickly as possible.

The purpose of implementing this procedure is to prevent these grievances from accumulating or festering to such an extent that they are expressed in some sort of conflict, and to also protect the interest of management and employees.

2 **DEFINITION**

A grievance is a complaint that is expressed formally and triggers the formal procedural machinery to bring to management's attention any dissatisfaction or feeling of injustice relating to an employee's or group of employees work situation.

The grievance procedure is not intended to deal with collective grievance such as wages and working conditions, which are normally convened by the appropriate collective bargaining machinery, nor is the grievance procedure to be used as an appeal mechanism against disciplinary action as a result of the disciplinary procedure. Such appeals are covered by the disciplinary procedure.

3 **GENERAL**

A grievance is an employee's feeling of dissatisfaction or injustice with conditions of employment. The grievance procedure allows employees to formally discuss and resolve any complaint that they may have and to provide a channel for the equitable settlement of complaints and grievances. It serves to bring employee problems to the notice of management so that they become aware of employee frustration, problems and expectations before they erupt into dispute.

The grievance procedure should ensure that grievances :

- are openly and properly aired.
- are being settled as close to the point of origin and as quickly as possible.
- are resolved in a manner that ensures fairness and equity.

4 **GRIEVANCE PROCEDURE**

(a) **Level One**

The employee must raise the grievance verbally with the immediate supervisor. (This is done without prejudice to the employee). The supervisor must, to the best of his ability :

- Listen to the employee in private.
- Encourage the employee to express the grievance freely and openly.
- Obtained all relevant facts about the grievance distinguishing fact from opinion.

The supervisor must then endeavour to resolve the grievance as quickly as possible and within, at most, three clear working days. If the supervisor's decision is unacceptable to the employee, level two becomes effective and the supervisor must advise the employee of the subsequent stages of the procedure and of the employee's right to seek the assistance of a Site / Shop steward or employee representative.

(b) **Level Two**

Any employee making use of the grievance procedure may nominate a Site / Shop steward or employee representative from within his work area to act as a representative during the proceedings of levels two, three and four.

The employee should discuss his grievance with the Site / Shop steward or employee representative. The employee, with assistance of the Site / Shop steward or employee representative, should again raise the grievance verbally with the immediate supervisor. If the supervisor's decision is unacceptable to the employee, level three becomes effective.

(c) **Level Three**

The employee who elects to proceed with the grievance must, with the assistance of the Site / Shop steward or employee representative, record the relevant details on the grievance form. The signed form must be handed to the supervisor whose findings must be recorded on the grievance form and returned to the employee to proceed to level four, if so desired.

(d) **Level Four**

The employee may forward the grievance form and all facts pertaining thereto to the senior manager, who shall hold an enquiry into the matter within two clear working days of receipt. The enquiry shall be attended by the senior manager, the supervisor, the employee, the Site / Shop steward or employee representative and/or a Trade Union official (if applicable). A record of the enquiry must be kept. The senior manager must give a decision within one clear working day of the enquiry. The senior manager's decision must be recorded on the grievance form and a signed copy handed to the employee.

(e) **Dispute Resolution Committee.**

If the grievance remains unresolved, the employee may, with the assistance of the Site / Shop steward or employee representative, submit the grievance to the relevant project Dispute Resolution Committee.

5. **ROLE OF PARTICIPANTS**

(a) **The role of management**

It is important for the supervisor and management to encourage the employee to express the grievance freely and openly. The supervisory should:

- Explain the procedure
- Clarify the grievance with the employee.
- Distinguish fact from opinion.
- Note the relevant facts of the grievance.
- Ask the employee the settlement desired.
- Verify facts from witness and other people who may be able to contribute.
- Obtain assistance from other members of management if necessary.
- Monitor adherence to the grievance procedure by all participants at all times.
- Seek an appropriate resolution of the grievance.

(b) **The role of the Site / Shop steward or employee representative**

- Listen to the employee's grievance and encourage the employee to express the grievance freely and openly without fear of victimisation or intimidation.
- Investigate the grievance together with the employee to ensure that all the circumstances and the facts relating to the grievance are accurate, and assist the employee to prepare a reasonable case for presentation to management.

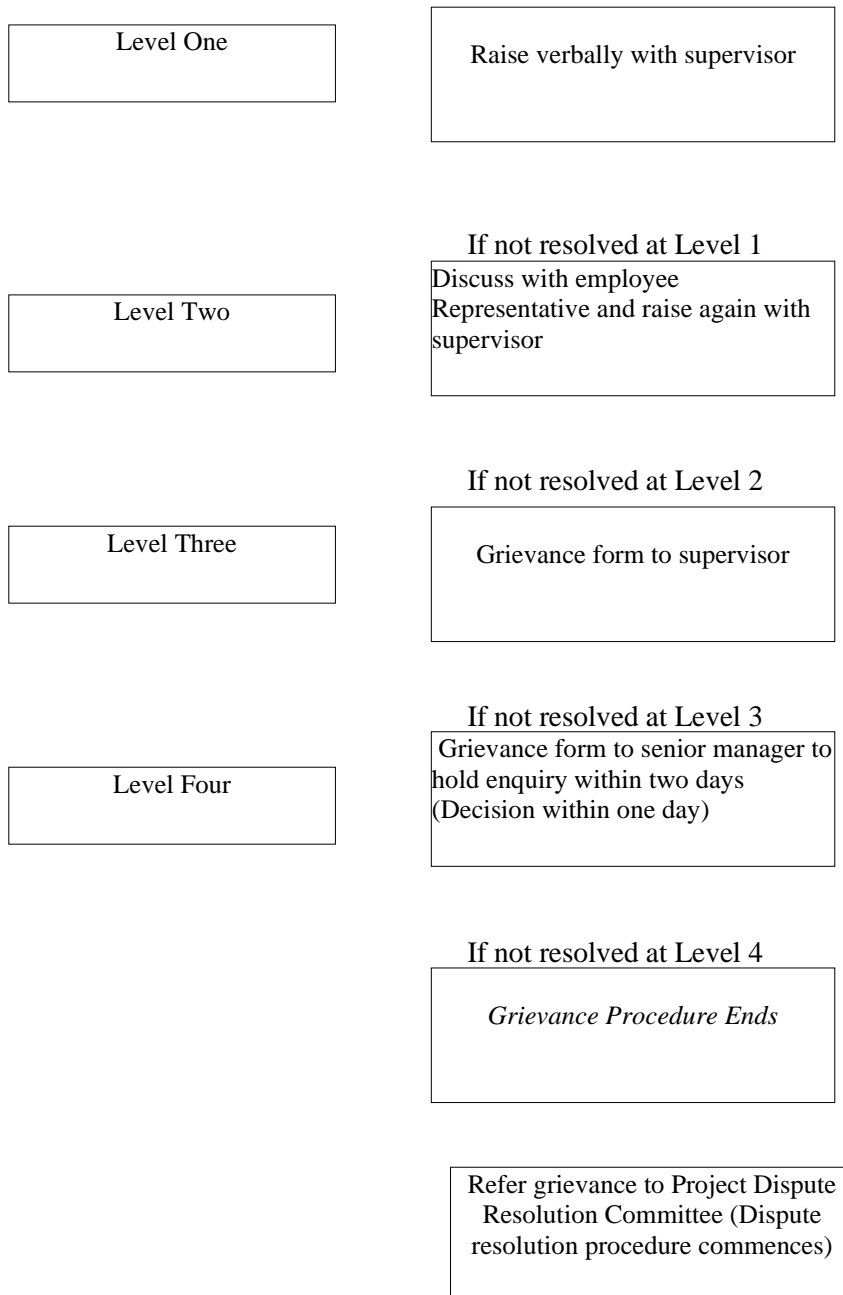
- Counsel the employee as to the validity of the grievance, and if it does not merit management's attention, assist the employee by advising how best it can be resolved.
- Attend the meeting with management to discuss the employee's grievance, and support the employee by assisting with the presentation of the employee's case to management.
- Monitor the grievance procedure to ensure that all participants adhere to it at all times.
- Endeavour to formulate an appropriate resolution to the grievance.

(c) **The role of the employee**

- Discuss the grievance with the Site / Shop steward or employee representative to establish the best method of resolving the grievance.
- Be clear and concise when explaining the grievance to management.
- Express the grievance freely and openly to management without fear of being victimised or intimidated.
- Give thought to what would be an acceptable solution to the grievance prior to meeting with management, so that management may be assisted in helping to resolve the grievance.

GRIEVANCE PROCEDURE

Employee has grievance



GRIEVANCE FORM

NAME: _____ DEPARTMENT: _____

EMPLOYEE NUMBER: _____ DATE _____

EMPLOYEE REPRESENTATIVE : _____

NATURE OF GRIEVANCE, CAUSE AND DATE OF GRIEVANCE:

SETTLEMENT DESIRED: _____

SIGNATURE: _____ DATE: _____

GRIEVANCE FORM HANDED TO : _____ DATE: _____

AGREEMENT OR SETTLEMENT OF GRIEVANCE OR REASONS FOR FAILURE TO REACH AGREEMENT: _____

DATE _____ NAME & SIGNATURE OF SUPERVISOR: _____

SIGNATURE OF EMPLOYEE: _____

SIGNATURE OF EMPLOYEE REPRESENTATIVE: _____

ANNEXURE “E”

DISPUTE RESOLUTION PROCEDURE

1 INTRODUCTION

In order to facilitate the speedy resolution of disputes on the IDZ, individual projects will implement the undermentioned Dispute Resolution Procedures.

2 DECLARATION OF DISPUTE

The aggrieved party shall furnish particulars of the issue in dispute in writing to the other party at the level of the individual Contractor and to the Contractors IR Coordinator, within three (3) working days of the occurrence. Such notice shall set out the nature of the dispute and the proposed terms of settlement.

3 ANSWERING STATEMENT

Within one (1) working day of a receipt of the statement of dispute, the answering party shall serve on the aggrieved party and the Contractors IR Coordinator, an answering statement, in which it shall respond to the allegations in the statement of dispute and shall further set out a statement of the party's position with regard to the proposed terms of settlement.

4 MEETING OF THE PARTIES

The parties to the dispute shall meet within two (2) working days of the answering statement being filed, and shall attempt to resolve the dispute. Further meetings may be convened by mutual agreement. The Contractors IR Coordinator shall be kept apprised of developments and may attend the meeting as an observer.

5 DISPUTE RESOLUTION COMMITTEE

5.1 Should the dispute remain unresolved, the parties shall convene a meeting being chaired by the Contractors IR Coordinator, or his delegated representative, for resolution in two (2) days.

5.2 The Chairman shall be empowered to resolve the issue by applying mediation, fact finding or advisory arbitration skills.

5.3 The Dispute Resolution Committee shall complete its deliberations within three (3) working days. Failure to do so shall result in the dispute being declared unresolved.

6 CONCILIATION MEDIATION AND/OR ARBITRATION

Should the parties together with the Dispute Resolution Committee, fail to resolve the dispute, they shall be entitled to refer the dispute to the CCMA or the respective Bargaining Council or any other third party intervention, for resolution.

7 VARIATION OF THE PROCEDURE

The Parties may by mutual agreement, reduce or extend any time period of amend any step referred to in this procedure.

The Zone Operator is considering an ADR system, which may impact on the above dispute procedure. Proposals will be considered from service providers' whereafter this procedure may be amended.

ABSENTEEISM PROCEDURE

1 OBJECTIVE

To prescribe the procedure to be followed in the case of absenteeism/ abscondment /desertion or prolonged absence.

2 DEFINITION

An employee who is absent for five (5) consecutive working days or longer without authorisation or notification, will be regarded as an absconder and treated according to this procedure.

3 ABSENCE WITHOUT AUTHORISATION

3.1 When an employee is absent without authorisation or notification for one to five consecutive working days and he/she returns without a valid reason (e.g. Doctor’s certificate), the Site Manager must take disciplinary action as laid down in the Disciplinary Procedure.

3.2 If the employee has not returned on the 5th day the Site Manager must complete a termination form and mark it appropriately, i.e. abscondment.

The Site Manager must make every effort to contact the employee and establish the reason for absence or non-communication prior to commencing with the implementation of any abscondment documentation/procedure.

3.3 Should the employee return after having been terminated because of abscondment, the Site Manager must then convene an enquiry in accordance with the Disciplinary Procedure in order to formally determine the reason for the absence and to decide whether to uphold the abscondment termination or to take any other appropriate action.

3.4 Where an employee is classified as an alleged absconder, the Site Manager, will request that the (dismissed) employee’s money due be paid to him/her. The money will be paid as per normal pay procedure.

DEMOBILISATION PROCEDURE

1 PURPOSE

The purpose of this procedure is to provide for a smooth process of demobilisation of the Contractor's Labour from the IDZ.

2 DEMOBILISATION OF SECONDED EMPLOYEES

Secoded employees will be demobilised from the IDZ and returned to their Company Home base.

3 DEMOBILISATION OF LOCAL EMPLOYEES ON LIMITED DURATION CONTRACTS

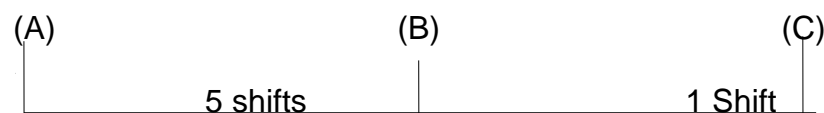
3.1 Selection

Selection will be based on the following criteria: -

- Date of appointment
- The completion of the portion/section of work where the employee(s) is involved
- Operational requirements
- Skills and inherent job requirements
- As a last resort, when there is a need to choose between two or more employees with similar skills and service only then will the disciplinary record of an employee be considered.

Where possible attempts will be made to move affected employees to other Contractors on the Project and thereafter the IDZ.

3.2 Consultations and Notice Period



- A = Consultation with worker representatives and advise him/her of the names
- B = Notify individual employees and issue written notification
- C = Cease work and receive pay

3.3 Documentation to be provided to terminated local employees

3.3.1 The following standard documentation shall be given to each employee upon demobilisation: -

- * Payslips
- * Procedures for claiming benefits and contact addresses of the various Department of Labour Offices (obtainable from the Department of Labour)
- * Certificate of Service
- * Any training certificates that may have been issued on the IDZ
- * Tax Certificates where applicable
- * Skills Record Log book.

3.3.2. All demobilised employees shall return their security passes and shall sign an Acknowledgment of Receipt Form in respect of the above documentation and monies upon termination, prior to any payment being made.

3.3.3 Should an employee not return his security pass, **R50.00** will be deducted from his final wages.

COEGA INDUSTRIAL DEVELOPMENT ZONE
IDZ WAGE RATES: CIVIL ENGINEERING, BUILDING AND ELECTRICAL CONSTRUCTION
INDUSTRY JOB CATEGORY STRUCTURE

From 01 September 2022

Civil Engineering: Job Structure and Standard Wage Rates

Grade	Occupational group	Job Title	Zone Rate: Rand Per Hour	
Task Grade A	General	General Worker	R 44.79	
		Watchman		
Task Grade B	Concrete	Reinforcing Steel Bending Machine Operator	R45.84	
		Structures Construction Hand		
	General	Civil Construction Bricklayer Grade 2		
	Plant Operators & Drivers	Boom Scraper Operator		
		Crusher Assistant		
		Hoist / Lift Operator		
		Pedestrian Roller Operator		
	Rail Construction	Perway Construction Hand		
	Roads, Earthwork & Drainage	Premix Paving Checker / Tallyman		
	Site Support	Artisan Aid		
		Materials Tester Assistant		
		Safety Watcher		
		Survey Assistant		
Task Grade C	Construction Hand Grade 3	Concrete Hand Grade 2	R 48.25	
		Shutter hand Grade 3		
	Piling	Bore Pile Operator		
		Frontman		
		Nozzleman		
	Plant Operators & Drivers	Winch Operator		
		Track Rig Operator (general)		
	Roads, Earthwork & Drainage	Pipelayer Grade 2		
		Rakerman		
	Site Support	Banksman / Rigger Assistant		
		Junior Site Clerk		
		Welder Semi-Skilled		
	Tailings	Mudguard		R 48.25
		Reclamation Attendant		

Grade	Occupational group	Job Title	Zone Rate: Rand Per Hour	
Task Grade D	Concrete	Concrete Hand Grade 1	R 54.36	
		Reinforcing Hand Grade 2		
		Scaffold Erector		
		Shutterhand Grade 2		
	Piling	Continuous Flight Auger Operator		
	Plant Operators & Drivers	Articulated Dumper Truck Operator		
		Bulldozer Operator		
		Concrete Dumper Operator		
		Concrete Mixer Operator		
		Concrete Pump Operator		
		Crusher Operator		
		Driver Operator		
		Excavator Operator		
		Forklift Operator		
		Front End Loader Operator		
		Grader Operator		
		Hauler Driver (Bituminous)		
		Heavy Duty Driver /Extra Heavy		
		Duty Driver (rigid)		
		Light Motor Vehicle Driver		
		Mechanical Broom Operator		
		Milling Machine Operator		
		Motorcycle Driver		
		Paver Operator		
		Road Recycler Operator		
		Roller Operator		
		TLB Operator		
		Tower Crane Operator		
		Tractor Driver		
		Roads, Earthwork & Drainage		Blasting Assistant
				Fence Erector
				Guard Rail Erector
				Sprayer Operator (Bituminous)
	Site Support	Formwork Controller		
		Materials Tester		
		Storeman		
		Tools and Small Plant Repair		
		Wedge Welder		
	Building Skills	Semi-Skilled		
		Light Motor Vehicle Driver		
		Hoist Operator		
		Driver (Code 9)		

Grade	Occupational group	Job Title	Zone Rate: Rand Per Hour
Task Grade E	Concrete	Reinforcing Hand Grade 1	R 64.03
		Scaffold Inspector	
		Shutter hand Grade 1	
	General	Civil Construction Bricklayer Grade 1	
	Piling	Piling Auger Machine Operator	
		Operator	
	Plant Operators & Driver	Batch Plant Operator	
		Heavy Duty Driver /Extra	
		Heavy Duty Driver (Articulated)	
		Mobile Crane Operator	
		Scraper Operator	
		Screed Operator	
	Roads, Earthwork & Drainage	Kerb layer	
		Pipelaye Grade1	
	Site Support	Assistant Surveyor	
		Extrusion Welder	
	Building Skills	Journeyman's Assistant	
		Heavy Duty Driver (Code 10)	
Crane Operator			
Machine Minder and Sawyer			
Mechanical Handling Equipment Driver			
Task Grade F	Plant Operators and Drivers	Grader Operator (final levels)	R 92.80
		Sprayer Driver (Bituminous)	
	Site Support	Senior Material Tester (Field)	
		Senior Material Tester (Lab)	
		Site Clerk	
	Supervisors	Team Leader Grade 2	
Building Skills	Artisan / Journeyman		
Task Grade G	Site Support	Plant Serviceman	R 98.91
	Supervisors	Supervisor Grade 2	
	Building Skills	Artisan Journeyman with N2	
Task Grade H	Supervisors	Supervisors Grade 2	R 103.59
Task Grade I	Artisan	Diesel Mechanic, Fitter & Turner, Auto Electrician, Boilermaker, Spray Painter, Welder	R 145.43

This Schedule will be adjusted annually on the first Monday of September in line with the increases granted in the Civil Engineering Industry.

ANNEXURE “H 2”

COEGA PROJECT
 IDZ WAGE RATES: MECHANICAL / ELECTRICAL / INSTRUMENTATION JOB CATEGORY STRUCTURE
From 01 July 2022

CAT	ENTRY RATE R Per Hour	PROJECT RATE R Per Hour	RIGGING / STRUCTURAL	PAINTING / DRIVING / ADMIN.	WELDING	PIPE FITTING	SCAFFOLDING	ELECTRICAL	INSTRUMENT MECH.	MECHANICAL
5		R 135.22	Artisan Rigger		Artisan Welder – 6G	Artisan Pipe Fitter		Artisan Electrician	Artisan Instrument Mechanic	Artisan Boilermaker Artisan Mech. Fitter
4		R 112.26	Erection of structural steel utilising drawings and cranes under supervision. Carry out on site modifications. Use of Theodolite	Supervise painting Operating mobile crane over 25T	Welding subject to ultrasonic and radiographic examination.	Pipe Fitter Levelling and installing pre-prepared pipe work and fittings using drawings		Termination of cables including soldering and including harnessing wires to pre-prepare schedules	Install small bore tubing – Termination of ends to pre-prepared schedules, running of harnesses and installation of terminal blocks.	Installing, setting out and install to drawing. Carry out on site modifications. Fabricate to drawings.
3		R 76.97	Supervise cladding. Complete H/rail installation. Assy s/work to drawings. Supervise Cat 1&2. Drill including sharpen. Use dumpy level. Sort s/work to drawing.	Supervise Cat 1 & 2. Stores attendant. Clerical Assistant. Operating mobile crane up to 25T. Truck Driver Site Clerk Store man	Welding 2G to 5G.	Setting and aligning pipes and joints. Drilling including sharpening	Supervision of erection of scaffolding utilising drawings.	Mounting of junction boxes and auxiliary equipment including trays/racks/panels. Drilling Glanding	Install air supply tubing. Install brackets, frames and wire-ways. Install control panels, equipment and instruments under supervision.	Assembly, Assembly of pre-fabricated components.
2		R 65.01	Steel catching. Bolt including torqueing. Slings. Operate power hoists. Affix cladding. Operate gas-cutting equipment. Lift by rope, chain block, hand winch, and tirror. Secure slings. Grind to marks. Install flooring, handrails, stair treads. Assembling on ground including bolting.	Operate shot blast gun. Operate mobile lift LDV Driver Tractor Driver Forklift Driver Stores attendant, Clerical Assistant Application of coatings other than anti-corrosive Application of anti-corrosive coatings. Cleaning by W/brush.	Tack welding runs up to 50mm. Welding in jigs. Learner welder	Preparing, cutting, dressing by hand of piping to be erected. Cutting by oxy-acet. To marks. Install pre-prepared flanged and screwed pipes. Cutting to stops and marks. Grind to marks.	Erection of scaffolding under supervision using pipes and fittings. Erection of scaffolding frames under supervision	Prepare cables for termination. Laying of cables in prepared routes/ trenches/ ducts including binding and strapping.	Laying of cables in prepared routes / trenches / ducts / racks including binding and strapping.	
1	R 45.91	R 54.93	GENERAL LABOURER							

This Schedule is reviewed annually on the first Monday in July, in line with the increase granted in the MEI Industry

ANNEXURE “I”

PUBLIC HOLIDAYS

2022	
New Year’s Day	1 January
Human Rights Day	21 March
Good Friday	15 April
Family Day	18 April
Freedom Day	27 April
Workers’ Day	01 May
Public Holiday	02 May
Youth Day	16 June
National Women’s Day	09 August
Heritage Day	24 September
Day of Reconciliation	16 December
Christmas Day	25 December
Day of Goodwill	26 December

2023	
New Year’s Day	1 January
Public Holiday	2 January
Human Rights Day	21 March
Good Friday	07 April
Family Day	10 April
Freedom Day	27 April
Workers’ Day	01 May
Youth Day	16 June
National Women’s Day	09 August
Heritage Day	24 September
Public Holiday	25 September
Day of Reconciliation	16 December
Christmas Day	25 December
Day of Goodwill	26 December

CIVIL ENGINEERING INDUSTRY
TOOL POLICY FOR SHUTTERHANDS

The Contractor will assist employees who qualify to acquire a basic set of tools required to perform their duty by purchasing the tools on their behalf.

1. EMPLOYEES IN POSSESSION OF THEIR OWN TOOL BOX AND TOOLS

- 1.1 The employee's toolbox will be inspected in February and August by the Foreman according to the Toolbox Inspection Form attached.
- 1.2 Any shortfall or damaged tools will be supplied or replaced by the Contractor and the cost thereof will be deducted from his March and September wages respectively.
- 1.3 Each employee will receive a tool allowance of R250.00 in March and also in September of each year.

2. EMPLOYEES NOT IN POSSESSION OF THEIR OWN TOOLBOX AND TOOLS

- 2.1 The Contractor will purchase the toolbox and tools on the employee's behalf as per the Tool Issue Form attached.
- 2.2 The cost thereof will be deducted from the employee's wages at R50.00 per month starting in the first month after the tools were issued to the employee.
- 2.3 If the employee leaves the Project prior to the full payment of the amount, the amount outstanding will be deducted prior to departure.
- 2.4 These employees will then be in possession of a toolbox and tools and will then qualify for the tool allowance, etc. as stipulated in items 1.1, 1.2 and 1.3 above. The first tool allowance will be calculated on a pro-rata basis depending on the date the new tools were bought.

- 3. Any employee seconded to the Project, who has more favourable conditions, will continue to receive them.

CIVIL ENGINEERING CONTRACTORS

TOOLBOX INSPECTION FORM

EMPLOYEES NAME: _____ COMPANY NO. _____

OCCUPATION: _____ DATE OF INSPECTION: _____

QUANTITY	TOOL DESCRIPTION	CHECKLIST BY FOREMAN	AMOUNT R c
	Toolbox krost		
	Fish line 30m x 60 kg		
	Chalk line		
	Rafter square 600 x 400		
	Nail bag		
	Cross cut saw 600 mm		
	Hack saw		
	5 m GP tape		
	Spirit level 750 mm		
	Shifting spanner 350		
	Estwing claw hammer		
	Wrecking bar 750mm		
	Padlock		
	Cold chisel 25 x 300 mm		
	2 kg Hammer		
	Ring/Flat spanner 16mm		

I the undersigned acknowledge receipt of tools to the value of R_____. This full amount can be deducted from my wages at the same time the tool allowance is paid.

EMPLOYEES SIGNATURE: _____ DATE: _____

FOREMAN'S SIGNATURE: _____ DATE: _____

COMPANY REPRESENTATIVE
SIGNATURE: _____ DATE: _____

COPIES TO: SITE ADMIN, FOREMAN, WAGE DEPT, AND PERSONNEL DEPT.

PICKETING RULES

1. INTRODUCTION

These rules are to regulate any pickets staged by striking employees employed on the Project. This procedure is intended to facilitate the proper and orderly expression of the rights of employees to picket.

2. PURPOSE OF THE PICKET

The purpose of the picket is to peacefully encourage non-striking employees and members of the public to support striking employees, to encourage employees not to work during the strike, to dissuade replacement labour from working and to persuade members of the public or other employers and their employees not to do business with the employers whose employees are on strike.

3. WHO MAY PICKET

3.1 Employees who wish to strike.

3.2 The supporters of striking employees shall be obliged to comply with the normal security requirements of the Engineer.

3.3 The supporters in respect of whom permission has been granted by the employer shall be provided with written authority by the union to picket in its support, which must be carried by the supporters at all times.

3.4 The Trade Unions shall ensure that the supporters remain in the designated area and ensure that, on request by the Contractor/Engineer their supporters, who gather in any area other than the designated area, immediately return to the designated area.

3.5 The Trade Unions further undertake to do everything reasonably possible to ensure that union supporters conduct themselves in accordance with the provisions of these rules, and agree that these rules shall in all respects apply equally to the union supporters.

4. WHERE PICKETERS MAY PICKET

The details of where employees may picket will be agreed in a PLA

5. FACILITIES AVAILABLE TO PICKETERS

Union officials and office bearers shall be entitled to have access to an employer telephone for the purpose of making calls to the union office.

6. CONDUCT OF THE PARTIES

- 6.1 Picketers must conduct themselves in peaceful, unarmed and lawful manner.
- 6.2 Picketers may carry placards, chant slogans and sing and dance.
- 6.3 Picketers may not:
- physically prevent members of the public, including customers, other employees and service providers, from gaining access to or leaving the employer's premises;
 - commit any action which is or may be perceived to be violent;
 - threaten, intimidate or assault non-striking employees, or prevent employees who wish to work from commencing work or continuing with their work.
- 6.4 Management and picketers will refrain from using inflammatory or derogatory language on placards or otherwise, with the intention of insulting or provoking other employees or persons.
- 6.5 Management and picketers will refrain from behaviour which is provocative or which could incite violence, and will not discriminate against or victimise any other employees or persons.
- 6.6 No weapons of any kind may be carried by any person who is picketing or by any member of management or by persons appointed by management and who have contact with the picketers.

7. CONTROL OF THE PICKETERS

- 7.1 The Trade Unions will appoint marshals for the purpose of controlling pickets and monitoring the behaviour of the picketers.
- 7.2 The union appointed marshals should take all reasonable steps to ensure that the behaviour and conduct of the picketers complies with these rules.
- 7.3 The union appointed marshal should wear a garment clearly identifying them as marshals.

8. IMPLEMENTATION

- 8.1 The employers shall make available to the unions facilities for making copies of these rules for distribution to picketers.
- 8.2 The marshals shall explain these rules to picketers and make the necessary arrangements, for example regarding the appointment of marshals.

9. DISPUTES

- 9.1 In the event of a dispute arising over compliance with the terms and conditions of this agreement, one union official for each of the signatory Trade Unions in charge of a picket, and three designated officials from the company's management team shall meet in an endeavour to resolve the dispute.
- 9.2 Should the parties fail to reach agreement over any dispute arising over compliance with the terms and conditions of this procedure and the picketing rules set out in it, that dispute shall be resolved in terms of the Dispute Resolution Procedure, Annexure E.

COEGA INDUSTRIAL DEVELOPMENT ZONE**IDZ WAGE RATES: SERVICE PROVIDERS JOB CATEGORY STRUCTURE***From 01 September 2022*

Grade	Job Title	Entry Rate: Rand Per Hour	Zone Rate: Rand Per Hour
Task Grade E	Senior Clerk Security Officer Grade A Receptionist Chef Handy Man		R62.20
Task Grade D	Housekeeping Assistant Kitchen Supervisor Laundry Supervisor Security Officer Grade B Driver Clerk		R 52.77
Task Grade C	Cashier Barman Store man Security Officer Grade C Clerical Assistant		R 46.84
Task Grade B	Cook Security Officer Grade D		R 39.46
Task Grade A	Watchman Security Officer Grade E Laundry Assistant Housekeeping Assistant General Assistant	R 34.97	R 37.65

This Schedule is reviewed annually on the first Monday of September, in line with the increases granted in the Civil Engineering Industry

**COEGA INDUSTRIAL DEVELOPMENT ZONE
IDZ WAGE RATES: CIVIL ENGINEERING, BUILDING AND ELECTRICAL CONSTRUCTION
INDUSTRY JOB CATEGORY STRUCTURE**

From 01 September 2022

Civil Engineering: Job Structure and Standard Wage Rates

Grade	Occupational group	Job Title	Zone Rate: Rand Per Hour
Task Grade A	General	General Worker	R 44.79
		Watchman	
Task Grade B	Concrete	Reinforcing Steel Bending Machine Operator	R45.84
		Structures Construction Hand	
	General	Civil Construction Bricklayer Grade 2	
	Plant Operators & Drivers	Boom Scraper Operator	
		Crusher Assistant	
		Hoist / Lift Operator	
		Pedestrian Roller Operator	
	Rail Construction	Perway Construction Hand	
	Roads, Earthwork & Drainage	Premix Paving Checker / Tallyman	
	Site Support	Artisan Aid	
		Materials Tester Assistant	
		Safety Watcher	
Survey Assistant			
Task Grade C	Construction Hand Grade 3	Concrete Hand Grade 2	R 48.25
		Shutter hand Grade 3	
	Piling	Bore Pile Operator	
		Frontman	
		Nozzleman	
	Plant Operators & Drivers	Winch Operator	
		Track Rig Operator (general)	
	Roads, Earthwork & Drainage	Pipelayer Grade 2	
		Rakerman	
	Site Support	Banksman / Rigger Assistant	
		Junior Site Clerk	
		Welder Semi-Skilled	
	Tailings	Mudguard	
		Reclamation Attendant	

Grade	Occupational group	Job Title	Zone Rate: Rand Per Hour
Task Grade D	Concrete	Concrete Hand Grade 1	R 54.36
		Reinforcing Hand Grade 2	
		Scaffold Erector	
		Shutterhand Grade 2	
	Piling	Continuous Flight Auger Operator	
	Plant Operators & Drivers	Articulated Dumper Truck Operator	
		Bulldozer Operator	
		Concrete Dumper Operator	
		Concrete Mixer Operator	
		Concrete Pump Operator	
		Crusher Operator	
		Driver Operator	
		Excavator Operator	
		Forklift Operator	
		Front End Loader Operator	
		Grader Operator	
		Hauler Driver (Bituminous)	
		Heavy Duty Driver /Extra Heavy	
		Duty Driver (rigid)	
		Light Motor Vehicle Driver	
		Mechanical Broom Operator	
		Milling Machine Operator	
		Motorcycle Driver	
		Paver Operator	
		Road Recycler Operator	
		Roller Operator	
		TLB Operator	
		Tower Crane Operator	
		Tractor Driver	
	Roads, Earthwork & Drainage	Blasting Assistant	
		Fence Erector	
		Guard Rail Erector	
		Sprayer Operator (Bituminous)	
	Site Support	Formwork Controller	
		Materials Tester	
		Storeman	
		Tools and Small Plant Repair	
		Wedge Welder	
	Building Skills	Semi-Skilled	
		Light Motor Vehicle Driver	
		Hoist Operator	
	Driver (Code 9)		

Grade	Occupational group	Job Title	Zone Rate: Rand Per Hour
Task Grade E	Concrete	Reinforcing Hand Grade 1	R 64.03
		Scaffold Inspector	
		Shutter hand Grade 1	
	General	Civil Construction Bricklayer Grade 1	
	Piling	Piling Auger Machine Operator	
		Operator	
	Plant Operators & Driver	Batch Plant Operator	
		Heavy Duty Driver /Extra	
		Heavy Duty Driver (Articulated)	
		Mobile Crane Operator	
		Scraper Operator	
		Screed Operator	
	Roads, Earthwork & Drainage	Kerb layer	
		Pipelayer Grade1	
	Site Support	Assistant Surveyor	
		Extrusion Welder	
	Building Skills	Journeyman's Assistant	
		Heavy Duty Driver (Code 10)	
		Crane Operator	
		Machine Minder and Sawyer	
Mechanical Handling Equipment Driver			
Task Grade F	Plant Operators and Drivers	Grader Operator (final levels)	R 92.80
		Sprayer Driver (Bituminous)	
	Site Support	Senior Material Tester (Field)	
		Senior Material Tester (Lab)	
		Site Clerk	
	Supervisors	Team Leader Grade 2	
	Building Skills	Artisan / Journeyman	
Task Grade G	Site Support	Plant Serviceman	R 98.91
	Supervisors	Supervisor Grade 2	
	Building Skills	Artisan Journeyman with N2	
Task Grade H	Supervisors	Supervisors Grade 2	R 103.59
Task Grade I	Artisan	Diesel Mechanic, Fitter & Turner, Auto Electrician, Boilermaker, Spray Painter, Welder	R 145.43

This Schedule will be adjusted annually on the first Monday of September in line with the increases granted in the Civil Engineering Industry.

ANNEXURE “H 2”

COEGA PROJECT

IDZ WAGE RATES: MECHANICAL / ELECTRICAL / INSTRUMENTATION JOB CATEGORY STRUCTURE

From 01 July 2022

CAT	ENTRY RATE R Per Hour	PROJECT RATE R Per Hour	RIGGING / STRUCTURAL	PAINTING / DRIVING / ADMIN.	WELDING	PIPE FITTING	SCAFFOLDING	ELECTRICAL	INSTRUMENT MECH.	MECHANICAL
5		R 135.22	Artisan Rigger		Artisan Welder – 6G	Artisan Pipe Fitter		Artisan Electrician	Artisan Instrument Mechanic	Artisan Boilermaker Artisan Mech. Fitter
4		R 112.26	Erection of structural steel utilising drawings and cranes under supervision. Carry out on site modifications. Use of Theodolite	Supervise painting Operating mobile crane over 25T	Welding subject to ultrasonic and radiographic examination.	Pipe Fitter Levelling and installing pre-prepared pipe work and fittings using drawings		Termination of cables including soldering and including hamessing wires to pre-prepare schedules	Install small bore tubing – Termination of ends to pre-prepared schedules, running of harnesses and installation of terminal blocks.	Installing, setting out and instal to drawing. Carry out on site modifications. Fabricate to drawings.
3		R 76.97	Supervise cladding. Complete H/rail installation. Assy s/work to drawings. Supervise Cat 1&2. Drill including sharpen. Use dumpy level. Sort s/work to drawing.	Supervise Cat 1 & 2. Stores attendant. Clerical Assistant. Operating mobile crane up to 25T. Truck Driver Site Clerk Store man	Welding 2G to 5G.	Setting and aligning pipes and joints. Drilling including sharpening	Supervision of erection of scaffolding utilising drawings.	Mounting of junction boxes and auxiliary equipment including trays/racks/panels. Drilling Glanding	Install air supply tubing. Install brackets, frames and wire-ways. Install control panels, equipment and instruments under supervision.	Assembly, Assembly of pre-fabricated components.
2		R 65.01	Steel catching. Bolt including torqueing. Slinging. Operate power hoists. Affix cladding. Operate gas-cutting equipment. Lift by rope, chain block, hand winch, and tirror. Secure slings. Grind to marks. Install flooring, handrails, stair treads. Assembling on ground including bolting.	Operate shot blast gun. Operate mobile lift LDV Driver Tractor Driver Forklift Driver Stores attendant, Clerical Assistant Application of coatings other than anti-corrosive Application of anti-corrosive coatings. Cleaning by W/brush.	Tack welding runs up to 50mm. Welding in jigs. Learner welder	Preparing, cutting, dressing by hand of piping to be erected. Cutting by oxy-acet. To marks. Install pre-prepared flanged and screwed pipes. Cutting to stops and marks. Grind to marks.	Erection of scaffolding under supervision using pipes and fittings. Erection of scaffolding frames under supervision	Prepare cables for termination. Laying of cables in prepared routes/ trenches/ ducts including binding and strapping.	Laying of cables in prepared routes / trenches / ducts / racks including binding and strapping.	
1	R 45.91	R 54.93	GENERAL LABOURER							

This Schedule is reviewed annually on the first Monday in July, in line with the increase granted in the MEI Industry

COEGA INDUSTRIAL DEVELOPMENT ZONE**IDZ WAGE RATES: SERVICE PROVIDERS JOB CATEGORY STRUCTURE***From 01 September 2022*

Grade	Job Title	Entry Rate: Rand Per Hour	Zone Rate: Rand Per Hour
Task Grade E	Senior Clerk Security Officer Grade A Receptionist Chef Handy Man		R62.20
Task Grade D	Housekeeping Assistant Kitchen Supervisor Laundry Supervisor Security Officer Grade B Driver Clerk		R 52.77
Task Grade C	Cashier Barman Store man Security Officer Grade C Clerical Assistant		R 46.84
Task Grade B	Cook Security Officer Grade D		R 39.46
Task Grade A	Watchman Security Officer Grade E Laundry Assistant Housekeeping Assistant General Assistant	R 34.97	R 37.65

This Schedule is reviewed annually on the first Monday of September, in line with the increases granted in the Civil Engineering Industry

TENDERING CONSTRUCTION LABOUR CHECKLIST FOR COEGA SPECIAL ECONOMIC ZONE & PORT OF NGQURA							From 01 January 2022
ITEM	DESCRIPTION	UNIT	RATE (ex VAT)	QUANTITY	TENDERED AMOUNT	PROVIDER DETAIL	
1	Allow for the appointment of an Employment Relations Practitioner as an employee of the contractor (previously referred to as an Industrial Relations Co-ordinator) for the full duration of the Contract (IR Policy 21.1) The appointment must be on a full-time basis should the total contract employ in excess of 50 persons at any point through the contract.	Per contractor's own requirement	Insert own rate			Not applicable	
2	Provisional sum for contractor contribution to Contractors' IR Co-ordinator (IR Policy 15.1.4) Current rate @ R0.44 (excl. VAT)	Per manhour for all site-based employees (i.e. both Salaried Staff & Hourly-paid Personnel)	Insert own rate			Contractors' IR Co-ordinator (Position currently vacant: Contact Craig Luckman on 082 5656757)	
3	Allow for administration of fortnightly payment to local hourly paid employees for the full duration of contract via the approved Central Wage Bureau (ZLA para 14.2) Current rate per wage payment @ R49.09 (excl. VAT) per employee. Contact the Service Provider for service and periodic rate increase details.	Per fortnightly wage payment	Insert own rate			Woolards Wages (Faye Armstrong coega@woolardswage.co.za 082 372 3820 / 041 372 3820)	
4	Allow for administration of wage payments to own seconded hourly-paid employees for the full duration of the contract.	Per fortnightly wage payment	Insert own rate			Not applicable	
5	Allow for tool allowance to shutterhands in grades 1,2 & 3 every 6 months for the full duration of the Contract (ZLA Annex J) Current allowance @ R250.00 (excl. VAT)	Per six months per Shutterhand	Insert own rate			Not applicable	
6	Allow for daily transport of hourly-paid labour from collection points and return, for the full duration of the contract (ZLA para 14.7.1) Current rate @ R41.00 (excl. VAT). Actual cost to be verified with the Contractors' IR Co-ordinator (see contact details adjacent).	Per person per day per return trip	Insert own rate			Contractors' IR Co-ordinator (Position currently vacant: Contact Craig Luckman on 082 5656757)	
7	Allow for the provision of return bus transport for long weekends for qualifying seconded hourly-paid employees (ZLA para 14.7.2)	Lump sum	Insert own rate			Not applicable	
8	Allow for the provision of bus transport for start / end of project for qualifying seconded hourly-paid employees (ZLA Annex B1 clause 4.1)	Lump sum	Insert own rate			Not applicable	
9	Allow for accommodation and full board for qualifying (i.e. non-local) seconded employees in the Vulindlela Construction Village (ZLA para 14.8) Current rate @ R380.00 (excl. VAT) per person sharing. Contact the Service Provider for service and periodic rate increase details. Tendered sum must include annual cost / inflationary related adjustment introduced from 01 January annually.	Per person per day	Insert own rate			Coega Vulindlela Village (Ridwaan Davids Ridwaan.Davids@coega.co.za 041 405 7700)	
10	Allow for the provision of a Zone Bonus upon demobilisation, for all hourly-paid employees employed on site (ZLA para 14.13)	9.25 hrs x final wage rate per completed month worked	Insert own rate			Not applicable	
11	Occupational Healthcare Services Note: All rates exclude VAT. Tendered sum must include annual cost / inflationary related adjustment introduced from 01 January annually.		Insert own rate			Coega Development Corporation (Amanda Mbokodi: Amanda.Mbokodi@coega.co.za 041 403 0613; 082 908 6809)	
11.1	Pre-employment Medical Surveillance: Basic / General Medical Surveillance = R 707.09; Drivers / Operators Medical Surveillance = R812.73; Working at Heights Medical Surveillance = R837.94;	Per employee (i.e. all site-based employees)					
11.2	Additional: Vision Screening = R 159.74; Audiometry = R159.74; Spirometry = R141.98; ECG = R337.85; Chronic Condition = R72.26; Multi-drug test = R87.48;						
11.3	Evaluation of Fitness Medical Certificates from other Occupational Health Service Providers = R121.97 per certificate;						
11.4	Periodic Medical Surveillance: Periodic Medical = R361.96;						
11.5	Exit Medical Surveillance = R 400.96;						
11.6	Primary Healthcare Consultation = R 263.69;	Per adhoc requirement, based on client request.					
11.7	Executive Medical Surveillance Assessment = R675.70;						
11.8	Health Risk Assessment done by Occupational Medical Practitioner = R1 741.37 per hour (negotiable);						
11.9	Sick Absence Management done by Occupational Medical Practitioner = R1 741.37 per hour;						
11.10	Travel Medicine Consultation (Pre-travel done by Medicine Practitioner, excluding medication = R348.27 per consultation.						
12	Labour management support fee @ R2.55 (excl. VAT) per manhour worked. Contact the Service Provider (Coega HCS) for service and periodic rate increase details. Tendered sum must include annual cost / inflationary related adjustment introduced from 01 January annually.	Per manhour for all site-based employees (i.e. both Salaried Staff & Hourly-paid Personnel)	Insert own rate			Coega Human Capital Solutions (Nontandazo Makwetu Nontandazo.Makwetu@coega.co.za 041 404 7300)	
Note : Included here above are items in addition to normal labour associated costs. These items emanate from the Coega Industrial Relations Policy and the Coega Zone Labour Agreement. This checklist is provided to assist Contractors in pricing the labour component of their tender submissions. These rates are reviewed on at least an annual basis, typically increasing by an inflationary related adjustment from January annually. Contact the service providers to forecast future rates increases.							

CHECKLIST OF COEGA HCS LABOUR MANAGEMENT PROCEDURAL REQUIREMENTS						
NO.	ITEM / PROCESS	FORM	ADDITIONAL DOCUMENTATION / REQUIREMENTS	PHASE / TIME REQUIRED	UPDATED	COMMENTS / EXPLANATIONS
1	Contractor Take-on form	LMS 00	VAT registration documentation	Prior to Coega HCS service provision	Within one week of Contractor detail submitted changing	This provides core detail for the Contractor to be loaded onto the LMS for delivery of CDC labour services
2	Additional Labour Histogram	LMS 001	None	With tender submission	At Kick-off & quarterly thereafter, or as soon as changes to labour requirements be envisaged	Provides schedule of labour requirements per job title. Greatly facilitates quality labour placements.
3	Industrial Relations Practitioner approval	IR 002	CV of candidate	Prior to the Contract "Kick-off" meeting	If IR Practitioner replaced	Provides procedure for approving IR practitioner
4	Secondment Approval Request for Core/Permanent staff	IR 003	Personal details, ID, Proof of employment (IR 003A)	During the contract "Kick-off" stage	As required	Provides procedure for approving Contractor's Core/Permanent staff
5	Take-on for Seconded staff	Take-on form & contracts (hourly staff only)	Checklist of activities (IR 001)	Documentation is provided by Coega LBMS within 48 hours of IR 003 being approved.	Not applicable	Take-on documentation for Permanent/Core staff. IR 001 is required to be signed and returned to Coega LBMS
6	Labour Requisition	LMS 02	Submitted with a minimum of 10 days before Contractor Selection	As required by the Contractor	Not applicable	Activates Coega LBMS role to provide appropriate candidates for contractor selection
7	Contractor selection	IR 003B	Request for testing (IR 003C)	As required	Not applicable	Once selection is made, Contractor completes IR 003B requesting Take-ons and employment contracts
8	Take-on for ZLA labour	IR 003, Take-on form & Limited Duration Contract and IR 001	Checklist of activities (IR 001)	24 hours after selection	Not applicable	Take-on documentation for Permanent/Core staff. IR 001 is required to be signed and returned to Coega LBMS
9	Daily Labour Return	IR 004	None	Weekly	Not applicable	Submitted to Coega LBMS by 09h00 each Monday
10	Weekly IR report	IR 005	Industrial action report (IR 006)	Weekly	Not applicable	Submitted to Coega LBMS by 09h00 each Monday
11	Registration of a Learner on a Coega Project	T 001	Copy of SETA registration	Within one week of commencing Learning and within one week of receiving SETA registration	As required, when status changes	Provides acknowledgement by Coega LBMS that formal Learning has commenced
12	Human Resources Development – Compliance monitoring	T 002	Only upon request for verification purposes	Monthly submission by the final Wednesday of every month	Not applicable	Provides detail pertaining to the level of Contractor compliance to HRD obligations
13	Demobilisation	IR 009	Confirmation of demobs (IR 010 & IR 011)	As required	Not applicable	Submitted to Coega LBMS upon commencing any labour demobilisation
14	Close-out	IR 012	Dependent on submission	At time when final labour complement leaves the IDZ. (incl. of all sub-contractors)	Not applicable	Main Contractor's assurance of full close-out of all labour related matters, inclusive of those of its sub-contractors

03 March 2008

Explanation :

The Zone Operator requires that Industrial Relations practices, procedures and processes that are implemented within the IDZ during the construction phases of projects are uniform and of the highest possible standard. The objective of this approach is to promote an environment that is healthy, safe, efficient, productive, harmonious and free of disruption.

A key component of Labour Management requirements and obligations is the proper and timeous completion of Standard Labour Documentation by Contractors.

The table above provides a summary of these standard documents. Reference is made to the submission requirements.



Coega Human Capital Solutions

FORM # LMS - 01

CONTRACTOR'S ADDITIONAL MANPOWER REQUIREMENTS HISTOGRAM - (MAIN CONTRACTORS AND THEIR SUB-CONTRACTORS)

Contract Name : _____ Contractor : _____
 Contract No. : _____ Contact Person : _____
 Anticipated Starting Date : _____ Contact Person's Office Telephone No. : _____
 Anticipated Completion Date : _____ Contact Person's Cellular Telephone No. : _____

Please indicate applicable revision:

	Rev 00 : Tender submission
	Rev 01 : Kick-Off Meeting
	Rev 02 : Quarterly, or upon anticipated change in requirements

Client: _____ Area: _____
 Project: _____

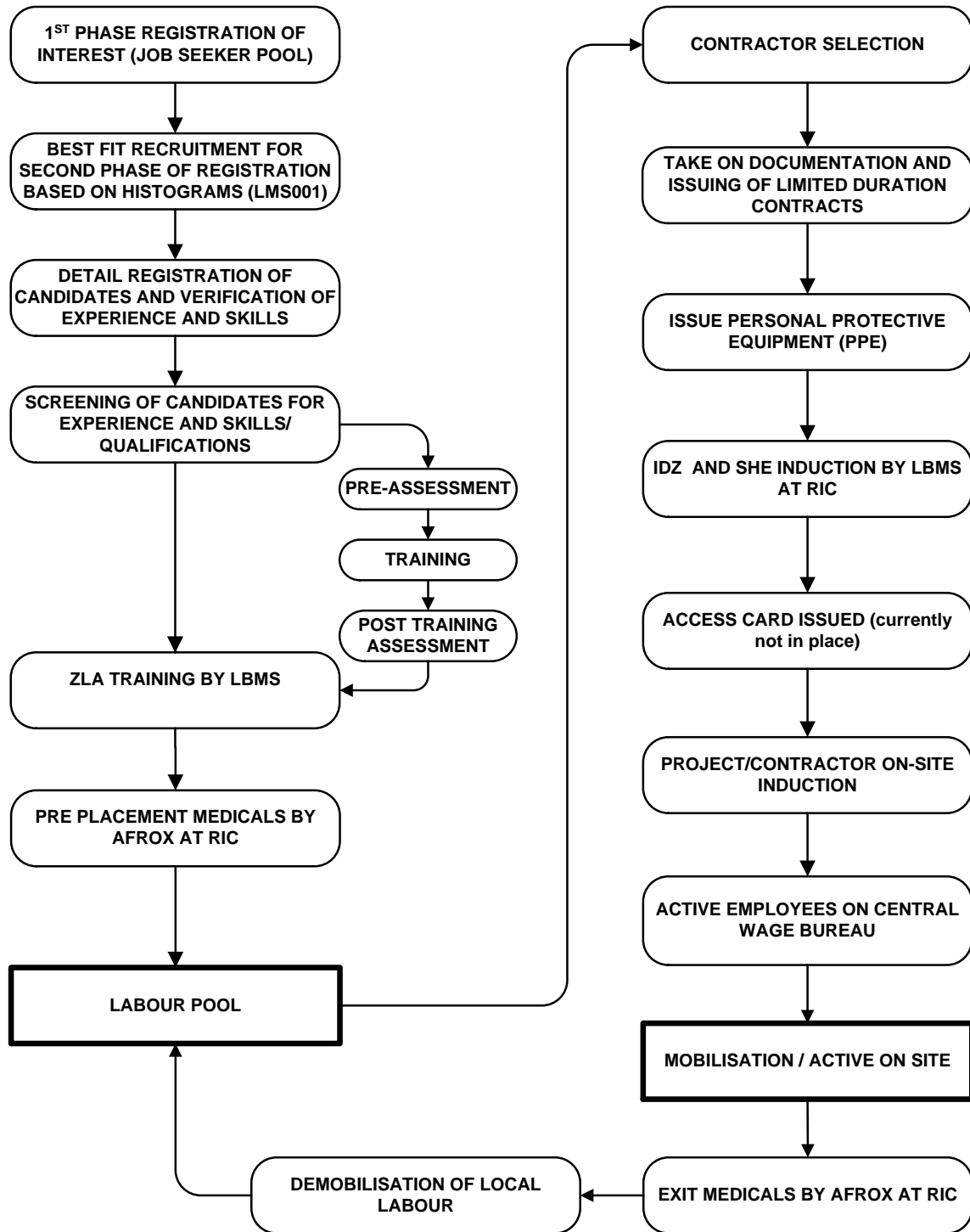
Job Title (as per ZLA)	Task Grades (Civil/Building) or Job Categories (Mechanical/Structural/Electrical/Instrumentation) - <i>please indicate as per wage schedule</i>	1st Requirement		2nd Requirement		3rd Requirement		4th Requirement		5th Requirement		Total Required
		Month Required (date)	Manpower Required (no.)	Month Required (date)	Manpower Required (no.)	Month Required (date)	Manpower Required (no.)	Month Required (date)	Manpower Required (no.)	Month Required (date)	Manpower Required (no.)	

- Notes :**
- 1 This histogram must only reflect the additional labour requirement that must be recruited from the Coega Labour Pool.
 - 2 These projections are used for skills preparation purposes and should therefore be a best estimate to assist in the people recruitment planning process.
 - 3 Each main contractor must complete and submit their own schedules and must also submit their sub-contractors' schedules.
 - 4 Each sub-contractor must make their submission/s on separate histograms/s via the Main Contractor
 - 5 Month Required - means the month in which the people will be required by the Contractor.
 - 6 Manpower Required - means the number of people required on each occasion. This figure is not cumulative.

Signed By : (contractor's representative)

Date : ___ / ___ / 200__

RECRUITMENT & PLACEMENT PROCESS FLOW FOR LOCAL LABOUR



LABOUR MANAGEMENT PROTOCOLS ON THE COEGA SEZ & PORT OF NGQURA

1. Industrial Relations Policy
2. Zone Labour Agreement
3. Recruitment protocols
 - Local labour promotion
 - Seconded labour approval process
 - Medical Assessments
 - Inductions
4. Wage Schedules
5. Transport provision for labour
6. Accommodation provision for approved non-local Seconded employees
7. Wage Bureau services
8. Demobilisation (IDZ) Bonus
9. IR Practitioner appointment
10. Contribution towards the cost of the Contractors' IR Co-ordinator
11. Additional Labour Histogram (forecast of additional skills requirements)
12. Human Resource Development obligations
13. Meeting attendance requirements
14. Report submission requirements
15. Main Contractor responsibility over sub-contractors
16. Strike handling procedure (In place within 2 weeks of construction commencement)