

AMANZI BARGAINING COUNCIL

(hereafter referred to as "ABC")

LEVIES COLLECTIVE AGREEMENT

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

SOUTH AFRICAN ASSOCIATION OF WATER UTILITIES

(the "employers")

AND

NATIONAL EDUCATION, HEALTH AND ALLIED WORKERS' UNION

AND

SOUTH AFRICAN MUNICIPAL WORKERS' UNION

AND

UNITED ASSOCIATION OF SOUTH AFRICA

(the "Trade Unions")

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1. SCOPE OF AGREEMENT

The terms of this agreement shall be observed in the Water Board sector in the Republic of South Africa by all employers and employees who fall within the registered scope of the Council.

2. DEFINITIONS

2.1 All expressions used in this agreement which are defined in the Labour Relations Act, 1995, shall bear the same meaning as in the Act and unless the contrary intention appears, words importing the masculine gender shall include the feminine.

3. PERIOD OF OPERATION

3.1 This agreement shall come into operation in respect of the parties to the Agreement, on 1st July 2013 and shall continue until amended by the Council;

3.2 This Agreement shall have come into operation in respect of non-parties, on the date determined by the Minister of Labour and shall terminate in accordance with the determination.

4. OBJECTS

The object of this Agreement is to provide for a levy to fund the Council, which funds shall vest in and be administered by the Council.

5. COUNCIL FUNDS

5.1 Every employer shall on each pay day, or if any employee is weekly paid, on the last day of the month, deduct from the wages of each of its employees bound by this agreement an amount of R3.00 with effect from 1 July 2013. The employees bound by this agreement are employees who are members of the Trade Unions. In the event of this agreement being extended to non-parties by the Minister of Labour then the levies shall be deducted from all employees.

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- 5.2 To the total of the amount deducted in terms of 5.1, the employer shall add an equal amount and forward the total amount to the General Secretary of the Council, P. O. Box 1127, Johannesburg, 2000 or to a Bank nominated by the Council not later than the 15th day of the following month.
- 5.3 Where an employee is on leave of any nature excluding a period where an employee is on unpaid leave for an entire month, both his own and the employer's contribution shall be continued.
- 5.4 Should any amount due in terms of 5.1 and 5.2 not be received by the Council on the due date, the employer shall pay interest on such overdue amount at a rate of interest determined by the Council from time to time, subject to the prescribed Rate of Interest Act, 1975.
- 5.5 Interest in terms of 5.4 shall be charged from the date on which the payment become due until the date upon which payment is actually received by the Council. The Council shall, in its absolute discretion, be entitled to waive interest or part thereof.
- 5.6 In the event of the employer failing to submit the amount payable in terms of clause 5.4, the Council shall, for the purpose of instituting legal proceedings, be entitled to calculate all outstanding levies payable based on the last amount submitted by the employer, without prejudice to its right to recover levies actually due which are over and above this amount.
- 5.7 In the event that the Council institutes civil proceedings against an employer for failing to pay amounts due in terms of this agreement, such employer shall be liable for all legal costs and disbursements incurred by the Council as between attorney and client, including collection charges.

6. ADMINISTRATION AND ENFORCEMENT

- 6.1 The Council is responsible for the administration of this Agreement.
- 6.2 This agreement will be monitored and enforced by the Council's agents or designated agents appointed by the Minister of Labour.

7. DISPUTE ABOUT INTERPRETATION OR APPLICATION OF THIS AGREEMENT

- 7.1 Any person or Party may refer a dispute about the interpretation or application of a collective agreement to the Central Council of the Council.
- 7.2 The General Secretary, shall investigate the dispute or cause the dispute to be investigated and attempt to resolve the dispute by issuing a directive, and in the event of a dispute not being resolved:
 - 7.2.1 appoint a conciliator from the appropriate panel of conciliators, (doing so as far as possible on a rotational basis) or if the dispute remains unresolved;
 - 7.2.2 refer the dispute to arbitration in terms of this Constitution.
- 7.3 If a conciliator is appointed, the relevant General Secretary shall decide the date, time and venue of the conciliation meeting and shall serve notices of these particulars on the Parties to the dispute.
- 7.4 If the dispute is referred to arbitration, the relevant General Secretary or shall appoint an arbitrator from the appropriate panel of arbitrators, doing so as far as possible on a rotational basis.
- 7.5 The relevant General Secretary, in consultation with the arbitrator, shall decide the date, time and venue of the arbitration hearing.

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7.6 The arbitrator shall :

7.6.1 endeavour to conciliate the dispute unless the parties to the dispute advise the arbitrator that the dispute has been properly conciliated; and

7.6.2 if the dispute remains unresolved, resolve the dispute through arbitration.

7.7 The arbitrator may make any appropriate arbitration award in terms of the Act that gives effect to the collective agreement.

8. EXEMPTIONS

8.1 Any person bound by this Agreement shall be entitled to apply for exemption from this Agreement.

8.2 All applications for exemption from any provisions of this agreement shall be in writing and lodged with the General Secretary. Such applications shall contain:

8.2.1 all material details of the Applicant;

8.2.2 the exact collective agreement or provisions of a collective agreement from which the Applicant seeks exemption;

8.2.3 detailed grounds on which such exemption is sought taking into consideration the criteria specified in clause 8.7 hereunder;

8.3 The Executive Committee shall consider all applications from a party/non-party to this Agreement (which shall include the members of such party), and may, subject to clause 8.7, and on giving its reasons therefore, grant exemption on any conditions and for any period it considers appropriate.

8.4 A party aggrieved by a decision of the Executive Committee may appeal to the Council who shall consider the application subject to clause 8.7 and on giving its reasons therefore, may grant an exemption on any conditions and for any period it considers appropriate. The decision of the Council shall be final.

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- 8.5 All applications of Appeal from non-parties shall be referred to the Independent Exemptions Body established by the Council in terms of clause 8.11 hereunder.
- 8.6 The Independent Exemptions Body shall consider all such applications in a manner it considers appropriate to determine the applications fairly and quickly, which may include the hearing of evidence and arguments.
- 8.7 When considering an application for exemption, an appeal against an Executive Committee decision or an application for the withdrawal of a license of exemption, the Council or the Independent Exemptions Body, as the case may be, shall take into account the following (the order not indicating any form of priority).
- (a) any written and/or verbal substantiation provided by the applicant;
 - (b) fairness to the employer, its employees and other employers and the employees in the industry;
 - (c) whether an exemption, if granted would undermine this agreement or the collective bargaining process;
 - (d) unexpected economic hardship occurring during the currency of this agreement and job creation and/or loss thereof;
 - (e) the infringement of basic conditions of employment rights;
 - (f) the fact that a competitive advantage might be created by the exemption;
 - (g) comparable benefits or provisions where applicable;
 - (h) the applicant's compliance with other statutory requirements such as the compensation for the Occupational Injuries and Diseases Act, Basic Conditions of Employment Act 75 of 1997, Employment Equity Act 55 of 1998, Skills Development Act 97 of 1998, Skills Development Levies Act 9 of 1999, or Unemployment Insurance; or
 - (i) any other factor which is considered appropriate.
88. Having made a decision to grant or refuse an exemption application, the Independent Exemptions Body shall advise the applicants and the Council within 14 days of its decision, giving full reasons. The decision of the Independent Exemptions body shall be final.

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8.9 The Council shall issue to every person granted an exemption in terms of this clause a certificate of exemption setting out:

- (a) The applicants name,
- (b) The provisions of the agreement from which exemption has been granted,
- (c) The conditions relating to the exemption, and
- (d) The period for which the exemption shall operate.

8.10 The Council may withdraw a certificate of exemption granted to a party to this agreement by giving one month's notice to the party concerned, or may, in the case of a non-party, apply to the Independent Exemptions Body for the withdrawal of a certificate granted.

8.11 The Independent Exemptions Body shall be constituted on an ad hoc basis and shall be appointed by the Council from its panel of arbitrators set up in terms of its constitution.

SIGNED BY THE PARTIES AT JOHANNESBURG ON 27 JUNE 2013

WITNESS:

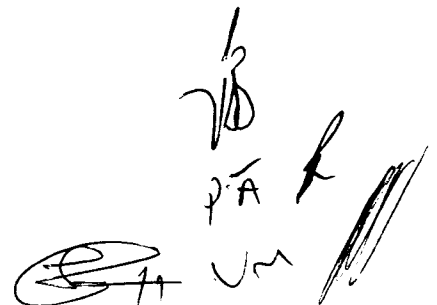


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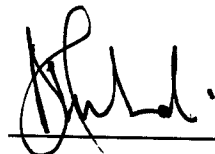
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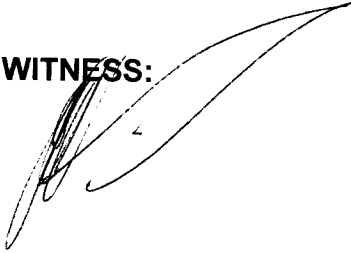


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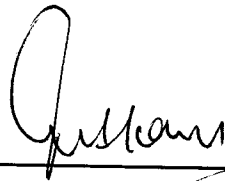


SAMWU

WITNESS:



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GENERAL SECRETARY