



**EMPLOYMENT RELATIONS POLICY,  
PRINCIPLES AND  
REQUIREMENTS FOR CONSTRUCTION  
OF THE TSHWANE AUTOMOTIVE  
SPECIAL ECONOMIC ZONE  
(PHASE 2 DEVELOPMENT)**

Report N<sup>o</sup>  
**CDC/HCS/2024/08**

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**PROJECT NAME** : *Tshwane Automotive Special Economic Zone*

**DOCUMENT TITLE** : *Employment Relations Policy, Principles and Requirements for Construction of the Tshwane Automotive Special Economic Zone (Phase 2 Development)*

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### **SIGNING OF THE ORIGINAL DOCUMENT**

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.

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<b>Distribution:</b>	<i>CDC, TASEZ</i>
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## EMPLOYMENT RELATIONS POLICY, PRINCIPLES AND REQUIREMENTS (Construction Works Only)

### TABLE OF CONTENTS

- 1.1 **“CDC”** means the Coega Development Corporation, contracted as CDC to the TASEZ Project.
- 1.2 **“Client”** means the Tshwane Automotive Special Economic Zone (TASEZ).
- 1.3 **“Construction Labour Management Protocols”** means the contractually applicable labour management practices, procedures and processes established on the Project in terms of this Employment Relations Policy, Principles & Requirements instrument.
- 1.4 **“Construction Personnel”** means the full range all persons employed by a Contractors or Service Provider on the Project, whether senior management, salaried staff, blue-collared construction labour, clerical staff and office cleaning staff.
- 1.5 **“Contractor”** means any Building Contractor, Civil Engineering Contractor, Mechanical, Electrical, Instrumentation or Piping Contractor, Service Provider, Vendor or any joint venture partnership and their sub-contractors (SMMes inclusive), conducting construction work and related activities on the Project.
- 1.6 **“Employee”** means an employee of the Contractor.
- 1.7 **“Employer”** means a Contractor, who effects its obligations on the Project through persons employed on / deployed to the Project.
- 1.8 **“Essential Services”** means security services, firefighting, 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 (as declared by the CDC), or work to be performed in terms of legislation.
- 1.9 **“Industry Wage Regulating Mechanisms”** means the minimum wage rates, conditions of employment and regulating mechanisms through the respective Bargaining Council Agreements or similar national or regional industry-based collective bargaining outcomes, extended by the Minister of Employment & Labour to non-parties in accordance with the provisions of the Labour Relations Act.
- 1.10 **“Job”** means TSC authorised employment / deployment on the Project of the minimum duration of 22 (twenty-two) proven working days worked and shall exclude the same person being employed again by the same employer on the same construction / service contract.

- 1.11 Local Employee** means a person who normally resides in the Tshwane Municipality (i.e. Target Area 1 and Target Area 2) and who may be employed, based on an hourly-paid arrangement, on a Limited Duration Contract of Employment. In instances where a Contractor is permanently based in the local municipality, his permanent employees will be deemed to be “core” employees and may be seconded to the Project on a “Secondment Contract of Employment”.
- 1.12 Night Shift** means a shift that commences and ends between the hours of 18:00 and 06:00.
- 1.13 Project** means the construction and commissioning of all infrastructure on the Tshwane Automotive Special Economic Zone.
- 1.14 TSC** means the TASEZ Skills Centre, located in close proximity to the Project.
- 1.15 Seconded Employee** means an employee of a contractor who is assigned to the Project by the contractor, after having received individual placement approval from the TSC.
- 1.16 Standard Wage Rates** shall mean the actual rates of pay for the respective categories of employment, as defined and set out in the wage schedules (attached as Annexure A, B and C), subject to the provisions of clause 2.1.
- 1.17 SMME** means a small, medium or micro enterprise contracted to deliver service/s on the Project.
- 1.18 TASEZ** means the Tshwane Automotive Special Economic Zone.

## 1. APPLICABILITY

- 1.1 This Employment Relations Policy, Principles and Requirements Policy and Procedures document, also referred to hereinafter as the ER Policy, details the construction labour management requirements, including the minimum conditions of employment applicable to all TASEZ construction contracts. Full adherence and proven compliance to all construction labour management protocols detailed in this document, by every construction contractor, every sub-contractor (including all SMME’s) and on-site service provider, is a contractual requirement placed on every main/principal contractor.
- 1.2 The documentation included in the pre-tender specifications will provide detail to the prospective contractor in order to ensure a comprehensive understanding of the socio-economic specifications and labour management protocols in effect, and enables prospective contractors to tender accordingly.
- 1.3 This version of the ER Policy is only applicable to TASEZ construction projects contracted after 08 August 2024 and supersedes earlier versions of the ER Policy and any other similar documents prepared for earlier construction contracts.

## 2. PREAMBLE

- 2.1 The development and implementation of the comprehensive Employment Relations Strategy is informed by the project preliminary labour management risk assessment.
- 2.2 This Policy and Procedures document details how the construction labour and socio-economic issues are dealt with during construction of the Tshwane Automotive Special Economic Zone (TASEZ).
- 2.3 It is informed by the fact that one of the primary objectives of the TASEZ is to pursue socio-economic transformation. It then informs the mandatory requirement of all construction contractors on the Project, to actively promote labour harmony on site in a uniform manner through the full application of the construction labour management protocols provided herein, and to achieve the stipulated socio-economic imperatives when implementing/constructing projects within the TASEZ.
- 2.4 The overall objective of this document is to ensure that there is clarity of purpose and identification of required deliverables with respect to these construction labour management and socio-economic imperatives.
- 2.5 This ER Policy document, together with the Socio-economic imperatives, guides the CDC in planning and providing clear instructions on how construction labour management and socio-economic issues are dealt with on TASEZ construction projects, and what deliverables are to be expected during the course of each construction contract.
- 2.6 The importance of this document is also to ensure that these issues are given due consideration during the planning stage of project life cycle and monitored effectively during the development, construction and commissioning stages of each construction contract.
- 2.7 The full implementation of this ER Policy document across all construction contracts is the responsibility of the CDC, to promote the effective management of construction labour on the TASEZ.

#### **4 EMPLOYMENT RELATIONS POLICY, PHILOSOPHY AND PRINCIPLES**

4.1. The Employment Relations Policy and philosophy of the Client, to be adopted for all activities associated with the construction project, including contractors, sub-contractors, SMME's and employees, are enshrined in the following principles:

- 4.1.1. Compliance to all applicable legislation that governs employment / labour relations in the Republic of South Africa;
- 4.1.2. Compliance to the Standard for Developing Skills through Infrastructure Contracts by provide training and development interventions to targeted beneficiaries to achieve full compliance to the cidb Contract Skills Development Goal (per Government Gazette Vol. 694 of 28 April 2023, No. 48491 and other related legislation) by providing opportunities to learners requiring structured workplace learning;
- 4.1.3. Compliance to all applicable collective bargaining industry agreements, concluded between employer association/s and trade union/s at a regional or national level;
- 4.1.4. Compliance to any labour agreement that is negotiated between contractor employer association/s and/or the Main/Principal Contractors and organised labour, in respect of the Project, and endorsed by the CDC;
- 4.1.5. Compliance to the concept of fair labour practices as developed by the judgements and rulings of the CCMA, Labour Courts, the Labour Appeal Court and similar juristic structures in the Republic of South Africa;
- 4.1.6. Application of fair and uniform wage rates for all local and seconded labour across the Project;
- 4.1.7. Fair and equitable terms and conditions of employment that are, as far as possible and practicable, uniform and standardised across the Project;
- 4.1.8. Compliance to all project procedures, rules and regulations that are prescribed, introduced or implemented by the CDC or its duly authorised representative;
- 4.1.9. Promotion of labour stability, harmony, safety and productivity at every possible opportunity;
- 4.1.10. Maximisation of local content in projects, developments, services, contracting and construction contracts and activities;
- 4.1.11. Development and empowerment of SMME's in local communities, particularly those from a previously disadvantaged background;
- 4.1.12. Skills development through training initiatives and the services of training providers. On-the-job training and upgrading of skills and capacity must be provided by contractors;
- 4.1.13. Dedication and commitment to performance and professionalism in the execution of activities associated with the Project;
- 4.1.14. Mutual respect between all parties and individuals engaged in any employment relationship on the Project;
- 4.1.15. Honesty, integrity and transparency in all aspects and activities related to the Project.

- 4.2. All contractors and employees who participate in the Project are required to adopt and subscribe to these principles.

## **5. EMPLOYMENT RELATIONS REQUIREMENTS ON THE PROJECT**

- 5.1. The CDC requires that employment relations within the Project be managed in a uniform and consistent manner by all contractors, sub-contractors, sub-projects and on-site service providers. The CDC believes that a uniform approach by all participants will substantially assist in the establishment and maintenance of fair labour practices and labour harmony.
- 5.2. In addition, that such uniform approach and standards will provide certainty amongst employees within the Project, enabling them to focus on their productivity, performance, development and skills acquisition during their tenure of employment.
- 5.3. Accordingly, the CDC requires that all projects, sub-projects, contractors, sub-contractors and on-site service providers commit themselves to comply with all the employment relations requirements that are detailed in this document.
- 5.4. Contractors must ensure adequate site management and supervision at all times, for the full duration of construction, to ensure the earliest resolution of labour management challenges, without impacting on other Contractors' construction progress, as well as ensure that their site management and supervision possess enhanced disciplinary / performance management and grievance resolution capabilities.
- 5.5. Contractor/s shall not enter into negotiations with organised labour / trade unions on terms and conditions of employment on the project without the prior written approval of the CDC, per instance.
- 5.6. Furthermore, Contractor/s shall not conclude such approved negotiations with organised labour / trade unions on terms and conditions of employment on the project without the prior written endorsement of the CDC, per instance.
- 5.7. In order to facilitate site access to the TASEZ construction site by registered trade unions, where a recognised trade union wishes to interact with a contractor and/or its employees, such access must be co-ordinated by the Contractors' ER Co-ordinator.
- 5.8. When trade union officials and/or shop stewards and/or employee representatives wish to meet with the contractor or the contractor's employees, then such interaction on site must be conducted within

the times allocated by the contractor and in accordance with Health & Safety regulations and/or instructions.

5.9. Associated risks, inclusive of instances of trade union rivalry, must immediately be reported to the Main/Principal Contractor's ER Practitioner, who with the support of the Contractors' ER Co-ordinator, shall guide the appropriate risk response.

5.10. To prevent labour conflict as a consequence of political electioneering on site, the Main/Principal contractors must proactively implement uniform measures to effectively avoid any form of political electioneering on site.

## **6. COMPLIANCE TO LEGISLATION AND THE VALIDITY OF STATUTORY COLLECTIVE BARGAINING SYSTEMS AND INSTRUMENTS**

6.1 South African labour legislation, including applicable industry sector specific regional and national collective bargaining agreements and wage regulatory instruments, will have jurisdiction on the Project.

6.2 In turn, contractors, sub-contractors and service providers will perform construction, fabrication, erection, installation and service activities in the respective industry sectors that are governed by these regional and/or national collective bargaining agreements and/or sectoral determinations.

6.3 It is each Main/Principal contractor's duty to ensure that it and all its sub-contractors and on-site service providers comply with the applicable agreement/s through their correct industry specific demarcation (i.e. the Civil Engineering; Building; Mechanical, Electrical, Instrumentation & Piping (MEIP) and Electrical contracting industries etc.).

6.4 In instances where the Contractor is not governed by an industry agreement on general terms and conditions of employment, then compliance to the Basic Conditions of Employment Act (No.75 of 1997) as amended from time to time, shall be the minimum requirement.

## 7. SOCIO-ECONOMIC OBJECTIVES

- 7.1. The CDC has placed a number of contractual obligations on contractors in fulfilling the objectives for the socio-economic deliverables on the project.
- 7.2. The primary socio-economic objectives are to:
- 7.2.1. Maximise the employment of local resources from Target Areas;
  - 7.2.2. Maximise the local impact of training and development opportunities, including full compliance on to the Construction Industry Development Board (cidb) BUILD Programme by implementing the cidb Standard for Developing Skills through Infrastructure Contracts;
  - 7.2.3. Ensure the establishment and retention of a stable and safe construction labour environment by proactively mitigating associated risks;
  - 7.2.4. Promote the adoption of better human resource management standards, practices and systems;
  - 7.2.5. Proactively mitigate neighbouring community job seeker risks by implementing and managing enhanced construction labour recruitment systems and methodologies;
  - 7.2.6. Record, track and report on achievement of socio-economic objectives.
- 7.3. The CDC has confirmed the minimum employment number for each TASEZ construction project and service.
- 7.4. All contractors and service providers commit to achieving at least the minimum employment obligation (i.e. number of Jobs provided) referred to in 7.3. above.
- 7.5. Defining a Job on the TASEZ construction project means all authorised personnel employed on the TASEZ construction site comprising:
- 7.5.1. Local additional personnel employed through the TSC (hourly-paid and salaried staff);
  - 7.5.2. Local seconded personnel (hourly-paid and salaried staff);
  - 7.5.3. Non-local seconded personnel (hourly-paid and salaried staff);
  - 7.5.4. Structured Learning (Internships, Apprenticeships, Learnerships and experiential placements);
  - 7.5.5. Employment by Consultants (hourly-paid and salaried staff, excluding formal learning)
- 7.6. For the purpose of contractual compliance to minimum employment obligations, employment of individuals for periods of employment on the construction site of shorter duration than twenty-two (22) working days shall be counted as proportionate part-jobs for employment / jobs calculation purpose, based on the number of actual full working days worked.

7.7. To prevent any Contractor attempting to circumvent the minimum employment obligation by significantly increasing the headcount at the end of the project and then attempting to claim compliance, the CDC reserves the right, for the purpose of effecting non-compliant penalties, to use an alternate calculation method. This alternate method is to calculate minimum employment on the basis of accumulated proven actual normal hours worked on site per month (limited to 9 hours per person per normal working day) and divided by 180 hours per working month to confirm the level of employment for each past month. This calculated level of employment per month is then averaged over the completed months worked to arrive at the calculated total employment.

## **8. EMPLOYMENT RELATIONS STRATEGY: THE MANAGED APPROACH**

8.1. It is the desire of the CDC and the Client that employment relations practices, procedures and processes that are implemented within the project 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, is free of disruption and localises opportunities for neighbouring communities. Such an environment will clearly assist contractors in implementing their projects successfully. All Contractors, sub-contractors and site service providers within the project have a role and responsibility in achieving this objective.

8.2. To this end, certain mechanisms and structures are put in place to ensure that all participants on TASEZ construction projects are aware of the socio-economic and labour requirements and obligations that are contractually binding on them, and that these are properly implemented and complied with.

8.3. A key component of the socio-economic requirements and obligations is the proper and timely completion and submission of Standard Labour Documentation to the Tasez Skills centre (TSC) in the provision of employment opportunities to local community members. The formats of the Standard Labour Documentation and the support services are made available at each Main/Principal Contractor's contract kick-off / commencement meeting.

## **9. APPLICATION OF THE CONSTRUCTION LABOUR MANAGEMENT PROTOCOLS**

### **9.1. Contracting Phase (per construction contract)**

The CDC provides the Labour Management Specification which entail the construction labour management standards and practices for inclusion in the construction tender documentation.

This will include the required provisions in the Bill of Quantities (BoQ) to fully cater for the implementation of the established construction labour management protocols and the socio-economic deliverables.

The CDC's construction labour management representative must participate in Main/Principal contract pre-tender briefings to ensure the correct presentation of the established labour management protocols.

## **9.2. Implementation Phase (per construction contract)**

The CDC's construction labour management representative must participate in the Main/Principal construction contract commencement meeting to promote full understanding by the site management of the Main/Principal contractor of the required compliance to the established contractual labour management protocols.

The CDC's construction labour management representative may elect to conduct a coaching audit with the Main/Principal contractor's approved Project ER Practitioner, shortly after site establishment, to ensure each Main/Principal contractor's understanding of compliance measures related to the established labour management protocols.

## **9.3. Construction Phase**

The CDC shall:

- Provide support in monitoring labour management risks through regular Main/Principal contractor interaction;
- Enhance labour stability through regular scheduled Employment Relations Co-ordination meetings with the collective of Main/Principal contractors;
- Arrange, as it deems necessary, Labour Management Compliance Audits to measure Main/Principal contractor compliance to the established labour management protocols, and provide reports and instruct required remedial action;
- Provide input to monthly Client reports on status of Employment Relations on site;
- Implement the updated Project ER Policy, should any collective bargaining wage agreement impact the Policy, and/or should the CDC, at its sole discretion, require any amendment.

## **9.4. Close-out Phase**

The CDC shall:

- Endeavour to enhance each Main/Principal contractor's understanding of better labour demobilisation practices and statutory requirements, to avoid unnecessary labour conflict/disruptions associated with labour demobilisations;
- Provide employment relations input on each Project Close-out Report, per Main/Principal contractor;

- Provide detail of the extent of Exit Medical Assessments having been conducted by every employee of every contractor, per Main/Principal contractor.

## **10. TOOLS AND TECHNIQUES FOR PROMOTING ADHERANCE TO CONSTRUCTION LABOUR MANAGEMENT PROTOCOLS AND THE ACHIEVEMENT OF SOCIO-ECONOMIC DELIVERABLES**

### **10.1. Construction Labour Management and Socio-Economic Specifications Clarification Meeting**

10.1.1 Within five (5) working days of the contract commencement / kick-off meeting, every Main/Principal contractor shall attend a Construction Labour Management and Socio-Economic Specifications clarification meeting with the CDC's construction labour management representative(s), prior to site establishment. Both the Main/Principal contractor's senior site/contract manager and the approved employment relations practitioner are required to participate in this clarification meeting.

### **10.2. Labour Management Compliance Auditing**

10.2.1. The Labour Management Compliance Audit Template, aligned to this Project ER Policy and the prescribed labour management system document templates to be used during the project, shall be provided to the Main/Principal contractor by the CDC's construction labour management representative(s), at this clarification meeting. This template will contribute to the contractor's self-assessment of its early compliance to the required Labour Management Practices and Standards.

10.2.2. The CDC reserves the right to amend the audit template(s) to align to changing risks facing the project.

10.2.3. Every Main/Principal contractor shall ensure that best labour management practices are uniformly applied to construction labour management on site as a whole, all sub-contractors (including all SMMEs) inclusive. As such, every Main/Principal contractor shall audit its own full compliance to the established labour management protocols and the socio-economic deliverables using the same compliance audit template. This includes the Main/Principal contractors conducting compliance audits on every active sub-contractor (SMME contractors inclusive), using the same compliance audit template.

10.2.4. Proactive measures must be employed by the Main/Principal contractor in order to ensure that all sub-contractors (SMME contractors inclusive) achieve and retain full compliance to the established labour management protocols, throughout their duration on their works on site. Such

measures include the immediate cessation (i.e. stopping) of an SMME's construction activities on site, should the SMME not be able to remunerate (i.e. pay) own labour, until the remuneration deficiency is remedied (i.e. until wage payment is made).

- 10.2.5. The CDC has appointed Employment Relations Compliance Auditor(s) to monitor the adherence to the established labour management protocols and the achievement of the socio-economic imperatives. The CDC shall conduct periodic compliance audits on the Main/Principal contractors, who at the time of audit, will be required to present their compliance audit reports on every active sub-contractor (SMME contractors inclusive).
- 10.2.6. The CDC reserves the right to audit compliance on any sub-contractor (SMME contractors inclusive).

### **10.3. Non-compliance Penalty Provision**

- 10.3.1. The compliance audits will confirm the extent to which all contractors comply with the established construction labour management protocols and better labour management practices, as well as the extent of achievement of the socio-economic deliverables.
- 10.3.2. Every contractor is required to achieve full compliance to the established labour management protocols (i.e. a demerit score of zero using the audit template) within one (1) month (defined as twenty-two (22) working days) of the non-compliance/s being highlighted.
- 10.3.3. In the event of the Main/Principal contractor or any sub-contractor (SMMEs inclusive) not complying with the socio-economic specifications after the one (1) month period stated herein above, or failing to maintain the required labour management protocol thereafter, then a punitive penalty of R10 000 (Ten Thousand Rand (Excl. VAT) per non-compliant item per day will be paid by the non-compliant Main/Principal contractor to the CDC, for each working day that the non-compliance prevails, as determined by the CDC.
- 10.3.4. Such payment shall be in the form of a deduction of the full penalty incurred during the preceding month, off payments due to the non-compliant Main/Principal contractor.

## 11. LABOUR RISK ASSESSMENTS

- 11.1. Prior to construction commencement, the Main/Principal contractor is required to undergo a labour risk assessment to highlight the most significant labour risks associated with the project and provide the mitigations to deal with these identified risks. The Labour Risk Assessment Report template, with the accompanying instruction, shall be provided at the contract kick-off/commencement meeting.
- 11.2. The duly completed labour risk assessment report will be submitted to the CDC by the Main/Principal contractor, prior to construction commencement.
- 11.3. The CDC's construction labour management representative shall review the contractor's labour risk assessment report and provide endorsement recommendations to the CDC.
- 11.4. Thereafter, all Main/Principal contractors are required to participate in the project-wide Labour Risk Assessment Review processes facilitated by the CDC, at scheduled intervals as determined by the CDC.
- 11.5. The responsibility for mitigating labour risks rests with each contractor, proactively management by each Main/Principal contractor.

## 12. SHIFT WORK ARRANGEMENTS

- 12.1. Every Main/Principal contractor must ensure the implementation of appropriate working hours' arrangements to suit its operational requirements across its contract as a whole, sub-contractors inclusive. Such appropriate working hours' arrangements, inclusive of shift configurations (if applicable), should be established at project commencement and must be clearly explained by the contractor (i.e. employer) to individual labour, prior to contracting individual labour, of required flexible working flexible working / shift arrangements included in the employment contract.
- 12.2. It is recognised that changing working hours' arrangements and/or shift configurations during the course of a construction project serves as a platform for resultant conflict and therefore, as far as practically possible, contractors should establish, communicate and uniformly implement such requirements at construction commencement and not endeavour to introduce changed arrangements during the course of each construction project.

## 13. COMMUNICATION STRUCTURES

### 13.1 Communication

13.1.1. In order to ensure that effective communication takes place on and for the Project, various interventions are required to spread a positive message on the Socio-Economic (S-E) objectives and benefits to stakeholders. The community engagement structures established by the CDC, form the primary mechanism to achieve this.

### 13.2 Inductions

13.2.1. All project personnel on site must attend a Project Induction presentation, followed by a Site Induction presentation, before commencing work on site.

13.2.2. The Project Induction will be provided by the CDC through the TSC and shall include the project overview, performance expectations and key labour management aspects including the general health, safety and environmental practices to be employed on the project.

13.2.3. The Site Induction shall be provided for all construction personnel by the contractor, prior individual personnel commencing employment on site. Individual Site Induction may not be conducted prior to individual Project Induction, per person.

13.2.4. The Site Induction must include an effective Zero Tolerance message relating to construction personnel being under the influence of alcohol or other intoxicating substances on the construction site, during construction hours.

13.2.5. All Contractors must ensure that all appropriate work-readiness skills, and in particular Health, Safety & Environmental awareness training specific to their construction activities, is conducted prior to individual's work commencement on site, and where appropriate, during the course of employment on site.

13.2.6. Attendance registers of all personnel attending the Site Inductions and all other required training must be retained on site for the duration of the construction project. The attendance registers will be required for labour management audit purposes and must be made available to the CDC at time of request.

13.2.7. Contractors are encouraged to conduct appropriate site induction and work force integration activities to promote early assimilation of new members to teams, to avoid the lack of acceptance and integration of "new" employees with the contractors longer serving core labour.

### **13.3 Labour Consultative Forum (on-site individual contract communication structure)**

- 13.3.1. In order to ensure labour harmony, the contractor shall be responsible for facilitating all on-site communication on the contractor's own construction site. A Labour Consultative Forum (LCF) shall be established on site at which labour and workplace related issues will be addressed.
- 13.3.2. The LCF will be established by the Main/Principal contractor within one (1) month of construction commencement and will meet at least monthly thereafter.
- 13.3.3. The LCF will be attended by senior management representatives of the Main/Principal contractor and its ER Practitioner, senior management representative(s) and ER Practitioners of each active sub-contractor and on-site service provider employing labour, and the representatives elected from amongst the labour on site.
- 13.3.4. The total number of participants should be limited to twenty (20), to promote efficiency and effectiveness of the meeting.
- 13.3.5. The Main/Principal contractor's ER Practitioner shall perform the role of Secretariat to the LCF, which includes preparing a schedule of the dates of the monthly meetings, ensuring the timely distribution of invitations to the next meeting, the next meeting's proposed Agenda, as well as the written minutes of each meeting, availed within 5 working days of the conducted meeting.
- 13.3.6. All issues raised in the LCF will be addressed in a timely manner by the contractor and communicated to the TSC in the weekly site employment relations report by the Main/Principal contractor, in the format as provided by the CDC.

### **13.4 Employment Relations Co-ordination Committee**

- 13.4.1. The CDC shall form the Employment Relations Co-ordination Committee (ERCC), which shall be chaired by its construction labour management support representative. The CDC shall provide secretarial services to the ERCC.
- 13.4.2. Each Main/Principal contractor's most senior site manager, together with its approved ER Practitioner, shall attend every ERCC meeting, typically conducted at monthly intervals.

- 13.4.3. The senior site manager is permitted to invite a subordinate site manager to accompany him/her to the meeting, who is most attuned to current labour management challenges, should this facilitate meeting progress.
- 13.4.4. In exceptional circumstances when the senior site manager is unable to participate in any scheduled ERCC meeting, then he/she must ensure the participation of an alternate site manager in the ERCC meeting, who shall be delegated to take decisions on behalf of the absent senior site manager.
- 13.4.5. Should practical circumstances require, the CDC may elect to conduct any ERCC meeting through a virtual meeting digital platform of its choice.

### **13.5 Contractors' Consultative Forum**

- 13.5.1. The collective of Main/Principal contractors active on site shall elect a Chairperson from amongst the contractors' most senior site managers. The Chairperson shall then facilitate the formation of the Contractors' Consultative Forum (CCF), together with required governance arrangements.
- 13.5.2. The Contractors' ER Co-ordinator (if deployed) shall provide secretarial services to the CCF.
- 13.5.3. Each active Main/Principal contractor's most senior site manager, together with its approved ER Practitioner, shall attend every monthly CCF meeting.
- 13.5.4. In exceptional circumstances when the senior site manager is unable to participate in any scheduled CCF meeting, then he/she must ensure the participation of an alternate site manager in the CCF meeting, who shall be delegated to take decisions on behalf of the absent senior site manager.
- 13.5.5. At a minimum, the CCF shall meet monthly, immediately prior to scheduled monthly ERCC meetings.

## **14. LOCAL EMPLOYMENT**

### **14.1. Maximising creation of employment opportunities**

- 14.1.1. All TASEZ projects are to endeavour to maximise local employment opportunities. This shall include utilising labour-intensive methodologies in the construction project whenever practically possible, and localising the manufacture and supply of materials to be used on the project.

- 14.1.2. This shall be achieved through appropriate design and value engineering for local conditions and methodologies.
- 14.1.3. The minimum number of construction personnel to be employed / deployed on the Project shall be determined by the CDC, based on the nature and extent of the site works.
- 14.1.4. It is therefore a contractual obligation that the minimum number of construction personnel must be employed / deployed on the Project and that at least 66% of the minimum number of Jobs obligation is met at the mid-point (i.e. 50%) of the construction contract duration.
- 14.1.5. It is the obligation of the Main/Principal contractor to ensure that the minimum employment contractual obligation is met across its project as a whole, all subcontractors / SMMEs inclusive.
- 14.1.6. The number of construction personnel shall include all TSC approved contractors' seconded personnel who also qualify in accordance with the Job definition as detailed in clause 1.11.
- 14.1.7. As a measure to avoid seconded labour creep during construction, thereby maximising new local employment opportunities through the single recruitment avenue, every construction contractor shall, prior to its first labour secondment approval request, provide the TSC with the first and final version of all its current employees who could possibly be seconded to the Project. This information is to be provided to the TSC in electronic Excel spreadsheet format and must include the following detail: Contractor name; Employee identity number; Employee surname; Employee first name(s); Employment commencement date; Nationality.
- 14.1.8. The TSC shall not process the first seconded labour application from any contractor without the contractor having first complied to the provisions of clause 14.1.7 above, taking due cognisance that no person may access the TASEZ construction site for employment purpose without having been granted specific authorisation by the CDC through the TSC.
- 14.1.9. A seconded labour approval application for any blue-collar / hourly-paid construction worker who does not appear in the name list as provided per 14.1.7 above, shall not be considered by the TSC for authorised site access. The exception to this restriction is limited to the secondment of additional semi-skilled or skilled personnel in the instance detailed in clause 14.2.13 below, where the TSC has confirmed in writing that it is unable to supply sufficient scarce skill sought by the Contractor.
- 14.1.10. Efforts to provide employment to youth, women and people with disabilities will be a key focus in setting of minimum employment targets.

- 14.1.11. Immediately prior to the construction commencement / kick-off meeting, the Main/Principal contractor is required to provide the TSC written confirmation in the form of the Additional Labour Histogram, as provided by the CDC, of the anticipated numbers of additional labour required per job title, to be utilised during the construction project.
- 14.1.12. Additional Labour Histogram submissions must be inclusive of the total projected additional labour requirements of all sub-contractors and service providers on site.
- 14.1.13. It is acknowledged that this Additional Labour Histogram provided by the Main/Principal contractor at the construction commencement / kick-off meeting will be a best estimate based on the information at hand, and that the Main/Principal contractor shall update the Additional Labour Histogram through regular updated submissions to the TSC, as soon as more accurate information is forthcoming.
- 14.1.14. Notwithstanding, a new Additional Labour Histograms must be submitted to the TSC by each Main/Principal contractor on a monthly basis, even if the projected additional labour requirement across the contract as a whole does not change from the prior month submission.

## 14.2. Recruitment of Labour to the Project

- 14.2.1. The minimum of 70% of all construction personnel to be sourced from Target Areas 1 and 2.
- 14.2.2. Preference for employment shall be granted to local candidates who reside in Target Area 1 and Target Area 2 and who are in possession of appropriate qualifications, skills or experience.
- 14.2.3. The Target Areas are defines as:
- **Target Area 1** is limited to nine (9) Tshwane Wards in close proximity to the construction site;
  - **Target Area 2** is limited to the balance of the City of Tshwane; and
  - **Target Area 3** is the balance of the Gauteng Province.
- 14.2.4. **Target Area 1** is limited to the following:
- Ward 06: Mamelodi West areas C2, D1, D4 and D5;
  - Ward 15: Nellmapius ext. 6, ext. 7, and ext. 8, Ikageng and Buffer Zone;
  - Ward 18: Mamelodi East, Khutsong extensions, Mamelodi Gardens, sections 1, 14, 15, 16, 17);
  - Ward 28: Mamelodi West areas, D2, D3, Moretele View and Buffer Zone;
  - Ward 38: Mamelodi Sun Valley (X 13 and X14);
  - Ward 41: Bellevue, Meyerspark, Murrayfield, Salieshoek, Silverton and Val de Grace;

- Ward 43: Dispatch, Eersterust, Silverton (North of Pretoria Avenue) Silvertondale and Watloo;
- Ward 67: Mamelodi; and
- Ward 86: Nellmapius, Samcor Park, Willow Brase and Willow Park and Willow Park Manor.

- 14.2.5. Preference for employment shall be granted to competent local candidates residing in Target Area 1 above local candidates residing in Target Area 2, and similarly, preference for employment shall be granted to competent local candidates residing in Target Area 2 above candidates residing in Target Area 3.
- 14.2.6. The employment of youth (i.e. less than 35 years of age), women and people living with disabilities are targeted for recruitment through the TASEZ Skills Centre (TSC), at the minimum level of:
- Youth at 50%;
  - Women at 10%
  - People living with disabilities at 2%
- 14.2.7. The Main/Principal contractor is required to ensure that all the minimum employment targets stated herein above (i.e. local, youth, women and disabled employment) are achieved across the construction works as a whole, through the entire course of construction, and not just during the final phase.
- 14.2.8. The Main/Principal contractor is required to submit a timely Labour Requisition to the TSC, in the form presented by the TSC, for the recruitment of all additional labour requirements, including that of all sub-contractors (SMMes inclusive) and service providers.
- 14.2.9. The labour requisition must be submitted to the TSC at least ten (10) days prior to the planned contractor selection date. Should the Additional Labour Histogram have been accurate and timely, then the TSC should be successful in reducing the recruitment timelines, thereby advancing the contractor selection date.
- 14.2.10. In order to avoid instances of skills misrepresentation by additional local labour recruited through the TSC, every contractor recruiting labour must conduct a competency assessment prior to and/or immediately after selection, and report any alleged skills misrepresentation / candidate deficiency to the TSC as early as possible, preferably within one (1) working day.
- 14.2.11. No fees will be levied for recruitment or admission to employment, as the CDC will provide the recruitment service through the TSC.

- 14.2.12. Contractors will be entitled to second and utilise core skills on the Project, subject to the approval requirements specified by the CDC.
- 14.2.13. In instance where sufficient semi-skilled or skilled personnel are not available in the TASEZ Job Seekers' database as managed by the TSC, the contractor will be advised in writing by the TSC, whereupon the contractor is obliged to recruit its own additional resources as detailed in the TSC written notification, and to follow the standard secondment approval process to deploy such additional personnel onto the Project.
- 14.2.14. To avoid additional labour placement delays due to challenges associated with the provision of required Personal Protective Equipment (PPE) due to supply / delivery challenges, contractors must place PPE orders in advance in accordance with their latest additional labour histogram submission, and minimum PPE requirements to be stocked on site for immediate issue on labour placement on site.
- 14.2.15. It is the responsibility of every Main/Principal contractor to co-ordinate access authorisation (i.e. both take-on and termination) of all sub-contractors' personnel (SMMEs inclusive) through the TSC. This co-ordination between the Main/Principal contractor and the TSC is one of the primary roles of the approved ER Practitioner.
- 14.2.16. No persons may access the TASEZ construction site for employment purposes without the approval of the CDC through the TSC, and the subsequent issuing of individual site access card by the CDC. All unauthorised persons found on site must be instructed by the main/principal contractor to leave site immediately.

### **14.3. Secondment of Labour to the Project**

- 14.3.1. Every contractor active on site is permitted to deploy the maximum of 30% non-local seconded construction personnel, who usually reside outside Target Areas 1 and 2.
- 14.3.2. A pre-placement approval process, administered by the TSC on behalf of the CDC, shall be in effect for all seconded construction personnel.
- 14.3.3. For successful secondment of typically hourly-rated personnel, the contractor must also provide the TSC valid evidence of the contractor's prior employment of the individual on a previous project, prior to the contractor being awarded its first contract on the TASEZ Project.

- 14.3.4. All secondment approval requests must be effected on the application documentation as provided to the contractor by the CDC.
- 14.3.5. Main/Principal contractors must ensure that no labour for itself and/or any sub-contractor (SMMEs inclusive) is transferred to another contractor or to another construction contract on the site without the Main/Principal contractors having received written authorisation from the TSC.
- 14.3.6. No secondment approval shall be authorised for site access for employment purposes for a foreign national / expatriate, should a valid work visa / valid work permit not accompany the secondment approval application to the TSC.

#### **14.4. Construction site access authorisation**

- 14.4.1. No person may access the TASEZ construction site for employment purpose without having been granted specific authorisation by the CDC through the TSC, with the issuing of a valid site access card by the CDC.
- 14.4.2. It is the responsibility of every Main/Principal contractor to co-ordinate access authorisation (i.e. both take-on and termination) of all sub-contractors' (SMMEs inclusive) personnel.
- 14.4.3. Such site access authorisation may be withdrawn by the CDC, should such access not contribute to furthering the Project objectives, in the sole and reasonable opinion of the CDC. In such instances, the contractor is to deploy such affected labour elsewhere.

#### **14.5. Use of expatriate labour**

- 14.5.1. The use of expatriate labour (i.e. contractors seconding foreign nationals) is discouraged due to the socio-political risks it brings to the Project. Expatriate labour should only be used on the Project for those skilled job categories in proven short supply.
- 14.5.2. Notwithstanding, the Main/Principal contractor must ensure that each expatriate labour possesses a valid work visa / valid work permit, prior to processing each secondment application for itself and/or any sub-contractor (SMMEs inclusive).
- 14.5.3. The Main/Principal contractor must introduce control measures to ensure demobilisation of individual foreign nationals for itself and/or any sub-contractor (SMMEs inclusive), prior to expiry of their valid work visa / valid work permit.

#### **14.6. Use of labour brokering services**

The use of Labour Brokering services, where the employment relationship in whatever form remains with the Labour Broker or any other party other than the contractor (even if partially shared with the contractor) is prohibited (i.e. banned) on the TASEZ construction project.

#### **14.7. No labour poaching provision**

- 14.7.1. No contractor may poach employee/s from other contractors on the Project by means of financial inducements, or other incentives or upon any other basis, except where:
- another contractor has either demobilised an employee on a fixed duration employment contract or made the employee redundant, or
  - an employee has resigned and a period of 90 days has elapsed from the date of resignation, or
  - an employee can present letter of release from the contractor and the employee is offered permanent employment by another contractor.
- 14.7.2. Should a contractor on the Project allege that another contractor on the Project is attempting to / has poached labour from amongst its labour force on the Project, then such employment shall be stalled until the next CCF meeting, whereupon both affected Contractors will abide by the majority consensus view of the CCF.
- 14.7.3. Notwithstanding the provisions of this clause, when an employee of another contractor has been dismissed for misconduct or for participation in unprocedural industrial action or project, or future access is denied by the CDC, then that employee shall not, under any circumstances, be employed by any other contractor on the Project.
- 14.7.4. Main/Principal contractors are to ensure that every sub-contractor's (SMMEs inclusive) site management are advised during the detailed induction of labour management protocols, that labour poaching is not permitted on site. Main/Principal contractors must conduct random checks on sub-contractors to ensure that no sub-contractor is engaging in labour poaching.

#### **14.8. Determination of minimum wages and payment procedures**

- 14.8.1. It is imperative that standard wage conditions are adopted across the entire project as a whole, wherever practically possible.

- 14.8.2. The Main/Principal contractors must ensure that the wage rates comply with the minimum wage rates provided by the CDC, yet may not be less than the wage rates prescribed in the applicable industry collective bargaining agreement, and that such wage rates are sufficiently competitive to retain labour, promote labour productivity and minimise associated labour conflict.
- 14.8.3. The wage rates paid should also be deemed fair, through the application of Equal Pay for Work of Equal Value, whenever practically possible.
- 14.8.4. Remuneration based solely on piecework arrangements (e.g. paying a semi-skilled bricklayer per brick laid, in the absence of a guaranteed minimum hourly rate of pay) is prohibited (i.e. banned) on the TASEZ construction project.
- 14.8.5. Wages shall be paid monthly in arrears into each employee's own bank account. The wage payment detail, including all deductions made, must be provided in acceptable pay-slip format on or immediately before the scheduled payday. No cash payments may be made for safety reasons, and as such a condition of employment for labour employed on the Project shall be the possession of his/her own active bank account.
- 14.8.6. The contractor must provide for all annual wage rate increases to actual rates of pay, for the full duration of the construction project and include such wage rate increases in the tendered price.
- 14.8.7. The timing and quantum of the wage increases shall be in accordance with the prevailing arrangement in the Industry, yet may not be less than the latest available year-on-year Consumer Price Index (CPI) as issued by Statistics South Africa at the time of the wage rate increase.
- 14.8.8. Such annual wage rate increases per industry sector, must be effected at the same time throughout the construction project (i.e. all sub-contractors inclusive) and at intervals of no more than twelve (12) months.
- 14.8.9. No pro-rata wage increases may be effected; for example, awaiting individual twelve (12) months' employment tenure before apportioning the full annual wage increase.

#### **14.9. Central Wage Bureau Service**

- 14.9.1. The Main/Principal contractors are required to introduce uniform measures to effectively mitigate the risk of delayed / partial / non-payment of wages and statutory deductions, and payslip challenges by itself and all onsite sub-contractors and onsite service providers.

- 14.9.2. Such uniform measures must include the contractors' utilising the services of one competent and experienced Central Wage Bureau service provider for mandatory application of the Central Wage Bureau's full wage administration and wage payment services by:
- (i) every SMME contractor (excluding CIDB grades 5+) for all labour; and
  - (ii) every other contractor and service provider active on site (including the Main/Principal contractor), for all local labour recruited through the TSC.
- 14.9.3. The Main/Principal contractor is to ensure the timely and accurate submission of timesheets to the Central Wage Bureau, and timely subsequent payments to the Central Wage Bureau by all sub-contractors (SMMEs inclusive) to ensure timely wage payments.
- 14.9.4. The Central Wage Bureau (CWB) service must include:
- (i) The administration, calculation and processing of the payroll according to authorised payroll information supplied by the construction contractor to the CWB;
  - (ii) The calculation, physical preparation and provision of payslips for timely delivery by the CWB to the construction contractor for distribution to its employees;
  - (iii) The payment of "net pay" to employees of the construction contractor by electronic transfer, to be available in the employees' bank account on the stipulated pay day;
  - (iv) The preparing and producing of uniform individual pay slips detailing ordinary and overtime working hours, gross and net wages paid and deductions effected;
  - (v) The handling and resolution of all wage queries in conjunction with the construction contractor;
  - (vi) Ensuring accurate and timely payment of all required statutory deductions and trade union subscriptions to the appropriate authority / organisation, with adequate and suitable communication to the authority / organisation;
  - (vii) The reliable and accurate invoicing of wage bills to the construction contractors;
  - (viii) The accurate receipting, recording and disbursement of funds from the construction contractors;
  - (ix) To the extent necessary, the generation and reconciliation of IRP5 forms and other similar statutory returns of all employees of the construction contractors; and
  - (x) The provision of monthly reports as required by construction contractors, the Contractors' Consultative Forum and the CDC.
- 14.9.5. The Main/Principal contractor is to ensure that every sub-contractor (SMMEs inclusive) contracts the services of the CWB and complies with the CWB take-on requirements (e.g. the sub-contractor's UIF Department of Employment & Labour and South African Revenue Services registration numbers etc.) before processing any labour secondment or placing any additional local labour through the TSC.

#### **14.10. Use of standardised contracts of employment**

- 14.10.1. The contractor is required to ensure compliance to employment legislation. To this end, every hourly-paid employee / blue collar construction worker to be employed / deployed on site must sign the employment contracts as provided to the contractor in hard copy form, by the TSC, before commencing employment on site. The application of this provision includes monthly paid personnel whose job functions typically fall within the ambit of hourly-rated personnel in the applicable Industry, as solely determined by the CDC.
- 14.10.2. For additional local hourly-paid labour, the standard form of the limited duration employment contract will be provided by the CDC, in consultation with the contractor, as the standard limited duration employment contract for use on the project.
- 14.10.3. All seconded hourly-paid personnel deployed to the site must sign a secondment contract of employment before commencing employment on site. The standard form of the secondment contract of employment will be provided by the CDC , in consultation with the contractor, as the standard secondment employment contract for use on the project.
- 14.10.4. A copy of every employment contract must be retained on site by the contractor (i.e. the employer) for the full duration of the construction contract, to enable labour management compliance auditing by the CDC and/or the Main/Principal contractor.

#### **14.11. Medical Assessments**

- 14.11.1. Every contractor is required to comply with all Occupational Health & Safety Legislation, inclusive of the Construction Regulations. Accordingly, prior to employment commencement on site, all site personnel must receive pre-employment medical fitness clearance from a suitably qualified Occupational Medical Practitioner. The medical assessment must relate to each individual's man-job specification.
- 14.11.2. Similarly, upon leaving site employment, an exit medical assessment must be conducted.
- 14.11.3. The Principal/Main contractor must retain evidence on site of all individual pre-employment, periodic and exit medical assessments of all site personnel; and avail these medical assessment reports during labour management compliance auditing by the CDC.
- 14.11.4. All costs associated with Medical Assessments shall be for the contractors' own account.

#### **14.12. Security Arrangements and Access Control**

- 14.12.1. All contractors and their employees shall conform and comply with all security procedures as detailed and determined from time to time by the CDC, including denying site access to individual persons as deemed appropriate by the CDC.
- 14.12.2. The CDC retains the right to implement more stringent security controls, such as the implementation of a Biometric Access Control system, both at the Project access gate as well as at the Site access gate. The Biometric Access Control system's application may be expanded to include Time and Attendance capability for uniform application on the Project as a whole.

#### **14.13. Labour Demobilisation / Termination**

##### **14.13.1. Employer obligations upon demobilisation / termination of local employees**

- 14.13.1.1. Ensure that individual labour termination is for a fair and valid reason, including the consistent application of fair selection criteria for demobilising labour.
- 14.13.1.2. Consult affected labour, initially through their on-site representatives (if elected/nominated), on the demobilisation selection criteria to be used.
- 14.13.1.3. Communicate individually with each affected employee, confirming demobilisation arrangements, including the final working day.
- 14.13.1.4. Arrange the individual Exit Medical Assessment.
- 14.13.1.5. Confirm the departing / departed employee's attendance at the Exit Medical Assessment, prior to final wages being paid.
- 14.13.1.6. Retrieve the site access card from the demobilised employee at the end of the last shift, and return the site access card to the Zone Operator within twenty-four (24) hours of retrieving the site access card.
- 14.13.1.7. Provide the following standard documentation to individual local labour upon demobilisation / termination:
- (i) Final Payslip;
  - (ii) Procedures for claiming benefits and contact addresses of the applicable office Department of Employment & Labour ;

- (iii) Certificate of Service;
- (iv) Any training certificate/s that may have been issued on the Project;
- (v) Tax Certificate (where applicable).

14.13.1.8. Effect final wage payments, including payment of annual leave credits.

14.13.1.9. Provide written confirmation to the TSC within twenty-four (24) hours of individual labour demobilisation.

14.13.1.10. Failure to adhere to the above demobilisation obligations may result in contractor payments being withheld until satisfactory submissions are met.

#### **14.13.2. Employee obligations upon demobilisation / termination of employment**

14.13.2.1. Attend the Exit Medical Assessment as arranged and paid for by the Employer (all site-based employees, including all seconded labour).

14.13.2.2. Return the site access security badge.

14.13.2.3. Acknowledge the deduction of two hundred rand (**R200.00**) excluding VAT off final wages in the event that the site access security badge is issued and not returned by the employee.

14.13.2.4. Sign acknowledgment of receipt in respect of documentation received from the employer.

#### **14.14. Other Allowances, Subsidies or Bonuses**

14.14.1. No allowances, subsidies or bonuses other than those contained in the applicable respective Industry Collective Bargaining Agreement and this ER Policy will be considered or paid on the TASEZ Project.

### **15. LABOUR INCIDENCES / INDUSTRIAL ACTION / LABOUR UNREST**

#### **15.1. Communication**

Contractors must report all labour incidences to Main/Principal contractor's ER Practitioner as soon as practically possible for scenario specific response guidance.

Any instance of envisaged or actual industrial action / labour unrest must also be reported to the Contractors' Employment Relations Co-ordinator and the CDC's Employment Relations Representative, as soon as practically possible within the same shift.

## **15.2. Objective**

The CDC affirm its fundamental belief in consultation and negotiation as the preferred method of employers and employees conducting their working relationship and agree that industrial action should only be engaged in as the last resort, once the procedural requirements of the Labour Relations Act have been adhered to.

## **15.3. 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 as soon as possible.

## **15.4. Picketing Rules**

The Picketing Rules must be established by the Commission for Conciliation, Mediation and Arbitration (CCMA), at the request of any party in dispute. Written input from the CDC must be sought by the contractor, for submission to the CCMA, prior to the CCMA establishing the Picketing Rules, should authorisation be sought to conduct the picket on the TASEZ Project, or within one hundred (100) metres of a TASEZ Project perimeter gate. Such Picketing Rules shall be strictly adhered to by all Parties during the industrial action.

## **15.5. Right to Continue Work**

Contractors must ensure that employees that participate in industrial action shall not interfere on site with any employee from the contractor, other contractors or TASEZ operations who choose to work during industrial action. Similarly, Contractors must ensure that striking labour, once off the site, remain off site and may not approach within one hundred (100) metres of any site access / exit point.

## **15.6. Conduct**

Contractors' employees who participate in industrial action may not threaten other employees, clients and their representatives, customers or suppliers.

## **15.7. Shutdown Procedure**

The Parties shall not engage in industrial action until they have observed the shutdown procedures required to ensure Health & Safety and minimise loss of construction material.

The Parties must ensure that during the 48 hour notice period provided for in section 64(1)(b) of the Labour Relations 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.

#### 15.8. Protection of Property

The CDC requires of contractors not to tolerate any employee/s who damage or threaten to damage any property on the TASEZ Project.

#### 15.9. Wage payments during Industrial Action / Strike Action / Labour Unrest

In order to mitigate the risk of disparate (i.e. different) wage payment arrangements on site, due to disruption of construction through no fault of the contractor (i.e. the employer), the Main/Principal contractors must ensure the uniform application of the principle of **No-Work, No-Pay**, where defensible, is consistently applied, per instance, by every contractor amongst all hourly-paid labour across the affected site.

### 16. TRAINING AND DEVELOPMENT

Training and development interventions are to be planned and implemented on the TASEZ Project. This will take the form of technical skills training, on-the-job training, work-readiness training, and awareness training. These courses are to address the construction skills shortages existing in communities surrounding the projects.

#### 16.1. Specification for Developing Skills through Infrastructure Contracts

**Deliverable T 1: Provide Training and Development interventions to achieve full compliance to the Construction Industry Development Board (cidb) Contract Skills Development Goal (CSDG)**

The contractor shall achieve the CSDG (per Government Gazette No.48491 of 31 March 2023 and other related legislation) by providing opportunities to trainees, learners, interns and candidate professionals requiring structured workplace learning and experiential opportunities, in order for the contractor to fully comply to the requirements of the cidb Contract Skills Development Goal.

The main contractor shall determine and provide for the cost of full compliance to the CSDG, expressed in Rand, which shall not be less than the full contract amount multiplied by the applicable percentage (%) factor given in Table 1 in the Standard for Developing Skills, for the applicable class of construction works.

The main contractor shall submit to Tasez Skills centre (TSC) via the Principal Agent, within 20 days of the contract coming into effect, and/or the issuing of an instruction from the Principal Agent, a contract compliant baseline human resources development plan to ensure full compliance to CSDG as referred to herein above. The baseline human resources development plan must also include all subcontractors' (all SMMEs inclusive) obligations to ensure that the total CSDG is achieved. The baseline human resources development plan must receive the Principal Agent's written approval prior to its implementation.

The main contractor shall also submit to Tasez Skills centre (TSC) via the Principal Agent, monthly CSDG training compliance reports, as well as the final CSDG training compliance report within ten (10) days of taking over certification. Such training reports shall be in the format as required by The TSC and include all CSDG deliverables by all subcontractors.

The preference of selection and placement of appropriate trainees/ learners/ candidates shall be local individuals, in line with identified local Target Areas. The initial search shall be limited to the Project Job Seekers' Database (which includes training/ development opportunity seekers) managed by the TSC. Only upon written confirmation from the TSC of the non-availability of candidates per instance, shall contractors be obligated to recruit required trainees/ learners/ interns/ candidates professionals through own conventional means for subsequent prior placement approval by the TSC. The main contractor shall ensure the achievement of the measurable CSDG by providing opportunities to trainees, learners and candidates requiring structured workplace learning using one or a combination of any of the following CSDG Methods in relation to work directly relating to the contract or order.

Employed learners may not account for more than 33 percent of the CSDG, and not more than one method may be applied to any individual concurrently in the calculations of the CSDG.

Deliverable T 1.1: The main contractor shall ensure the provision of structured workplace learning opportunities that result in the attainment for learners towards the attainment of a part or a full occupational qualification. (CSDG Method 1)

Deliverable T 1.2: The main contractor shall ensure the provision of structured workplace learning opportunities for apprentices and/or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications. (CSDG Method 2)

Deliverable T 1.3: The main contractor shall ensure the provision of work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas. (CSDG Method 3)

Deliverable T 1.4: The main contractor shall ensure the provision of structured workplace learning opportunities for built environment profession candidates towards professional registration by a listed statutory council. (CSDG Method 4)

TABLE 1: CSDG goals for different classes of engineering and construction works contracts:

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004		Construction Skills Development Goal % of contract amount
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil Engineering & General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

Provision is to be made for undertaking semi-skilled Technical Training to benefit non-seconded labour and limited local community members. This training must be concluded prior to such semi-skilled labour required on site.

The contractor shall interact with the CDC to agree upon a practical program in order for the contractor to deliver technical training. Approval for the contractor to commence with the training programme shall be based on the submission of a proposal to the CDC, for its consideration.

All training shall be recorded on the TASEZ Labour Management System, through the TSC.

## 16.2. Health & Safety awareness training

The Main/Principal contractor shall be responsible for promoting HIV/AIDS prevention awareness, and general Health & Safety awareness on site.

Every worker anticipated to be employed on the Project must be trained in the awareness of site-based issues, according to industry norms and standards.

Provision is made for conducting the training.

The contractor shall be responsible for promoting health and safety on site.

Prior to employment on the Project site, all labour must be inducted on pertinent aspects of the Occupational Health and Safety Act and the Construction Regulations, including safe working practices, before they commence with work on site.

The contractor shall submit monthly reports on awareness training to the CDC, accompanied by attendance registers in the format prescribed by the CDC. All Awareness training shall be recorded on the TASEZ Labour Management System through the TSC.

### **16.3 Scarce Construction Skills Training**

Every Main/Principal contractor is required to participate in TSC initiatives to identify and assess the extent of local construction skills scarcity.

All contractors are required to enhance their own skills development initiatives, targeting local scarce construction skills.

Shared skills development initiatives through the CCF, administered by the CERC, will promote economies of scale to achieve a superior result.

The TSC will actively support and assist in administering the achievement of contractors' skills development initiatives targeting local scarce skills.

## **17. REPORTING AND RECORDS**

All socio-economic reporting related to employment, labour management and training activities are to be reported by each Main/Principal contractor to the CDC on a scheduled monthly basis, in accordance with the reporting templates provided by the CDC.

The labour report must be verified by the TSC, prior to being submitted to the CDC.

## **18. ROLES AND RESPONSIBILITIES**

### **18.1 Project Resources**

The resources delegated to promote the objectives for labour and community harmony on projects are outlined below.

#### **18.1.1. Construction Labour Management Support**

The CDC will ensure:

- (i) Communication through the community liaison structure;
- (ii) Provision of a fully equipped and resourced Tasez Skills centre (TSC) in close proximity to the construction site;
- (iii) Labour recruitment through the development of a database of local job seekers;
- (iv) Provision of additional local labour candidates at the timely request of contractors;
- (v) Reporting of progress on the achievement of the socio-economic objectives.

#### **18.1.2. Community Liaison Structure**

The key imperative on all projects is to ensure that community consultation is established in advance of commencement with site works. This entails the CDC defining the socio-economic objectives and how to maximise benefits to local communities as well as the CDC's engagement with the community structures, to promote the project.

The initiation of community engagements and liaison is undertaken by the CDC, through its appointed team. The establishment of the Community Project Committee (CPC) by the CDC is a critical element for ensuring community participation in the project.

The CDC and the Client require a proactive approach to dealing with community and business fora concerns and challenges.

Community related concerns directed at the broader TASEZ Project shall be addressed by the CPC, in the endeavour to resolve such concerns.

The Contractor may be requested to attend occasional CPC meetings to provide input or respond to queries from the CPC.

## 18.2. Site Employment Relations Practitioner

### 18.2.1. For the Main/Principal contractor

In order to successfully manage all labour issues on site, in a proactive manner, each main/principal contractor shall deploy a full time, site-based, competent and suitably qualified Employment Relations (ER) Practitioner, as an employee of the contractor, for the **full duration** of construction.

The minimum educational qualification of the Site ER Practitioner should be a South African human resources tertiary qualification at a Bachelor's Degree / Diploma level, with South African labour law. Furthermore, the ER Practitioner must have the minimum of five (5) years proven construction site Employment Relations management experience.

The Site ER Practitioners must have sufficient proven competency, knowledge and experience to ensure best labour management practices on a large multi-disciplinary construction site in a complex environment, thereby being able to independently ensure full compliance to the established labour management protocol by the Main/Principal contractor and amongst all sub-contractors and service providers on site.

The obligation is to promote labour harmony across the whole site, with the absolute minimum of unnecessary labour disruption throughout the entire duration of the construction project.

This appointment must receive the **prior written approval** of the CDC before placing the candidate Site ER Practitioner, using the Site ER Practitioner candidate approval form, as provided by the CDC.

On-site administrative support must be provided to the Site ER Practitioner.

### 18.2.2 For the Sub-contractor employing / responsible for 50 or more persons at the same time

Where the contractor is to utilise the services of sub-contractors and service providers, each **employing / responsible 50 or more persons on site at the same time**, then a full time, site-based, competent, suitably qualified and experienced Employment Relations Practitioner must be employed by the sub-contractor / service provider, for the full duration of the construction period when employing in excess of 50 persons on site.

This appointment must receive the prior written approval of the Main/Principal contractor, with a copy of the written approval being sent to the TSC by the Main/Principal contractor for notification, within two (2) working days of such approval.

#### **18.2.3 For the Sub-contractor employing / responsible for less than 50 persons at the same time**

For sub-contractors and service providers each **employing / responsible for less than 50 persons on site at the same time**, then a full time, site-based, competent supervisor with labour management experience and responsibility must be employed by the sub-contractor / service provider on site, for the full duration of the construction period whilst employing less than 50 persons on site. This appointment, as the nominated person responsible for Employment Relations co-ordination of the sub-contractor's / service provider's on-site work team must receive the prior written approval of the Main/Principal contractor, with a copy of the written approval being sent to the TSC by the Main/Principal contractor for notification, within two (2) working days of such approval.

*(Note: Employment Relations was previously referred to as Industrial Relations or Labour Relations, and in this context are deemed the same).*

#### **18.3. Contractors' Employment Relations Co-ordinator**

It is common practice across large and complex projects involving a multitude of contractors, that these contractors and service providers appoint a full-time Contractors' Employment Relations Co-ordinator (CERC). This is confirmed to be the requirement of the CDC for the full duration of construction on the Project.

The primary role of the CERC is to manage and co-ordinate all contractors' employment relations activities, to facilitate a uniform approach, to assist in the speedy resolution of disputes that may arise at individual contractor level and to ensure that labour harmony on site prevails.

The role of the CERC includes the promotion of safe and co-ordinated daily labour transport to and from the construction site (i.e. from main contractors' designated pick-up points and to the main contractors' designated drop-off points). The CERC must regularly review the designated pick-up / drop-off points to ensure adequacy of changing requirements.

The acceptance of such an appointment and the duration and costs associated with the establishment and functioning of the CERC on the TASEZ construction project shall be determined and resolved between the CDC and the early Main/Principal contractor/s.

The proposed CERC candidate shall possess appropriate qualifications and sufficient labour management experience to fulfil this role effectively. At a minimum, the candidate must possess a South African human resources management tertiary qualification at a Bachelor's Degree / Diploma level, with South African labour law. Furthermore, the candidate should have at least ten (10) years proven construction site Employment Relations management experience, and must have sufficient proven competency, knowledge and experience to ensure best labour management practices on a large multi-disciplinary construction site, in a complex environment.

The role of the CERC is not to perform the function on any site of the ER Practitioner as detailed in 18.2 above, but to monitor, coach and provide proactive support to the ER Practitioner, with the primary objective of ensuring contractor compliance to the established labour management protocols, promoting labour harmony across the Project as a whole, and ensuring minimal disruptions caused by labour conflict on the Project.

The appointment of the Contractors' ER Co-ordinator is subject to prior written approval of the CDC.

The CDC reserves the right to call the early termination of the practitioner deployed as the CERC, on reasonable grounds and termination date as solely determined by the CDC (i.e. due to lack of sufficient competence, lack of compatibility, lack of capacity, poor performance or operational requirement). This decision shall be communicated by the CDC to the chairperson of the CCF.

The proposed deployment of a competent replacement CERC candidate, must be presented by the chairperson of the CCF, within twenty (20) working days of the termination of the prior CERC deployment, to the CDC for approval consideration.

Similarly, should the CERC leave the Project, or be incapacitated for a continuous period in excess of twenty (20) working days, then the proposed deployment of a competent replacement CERC candidate must be presented by the Chairperson of the CCF, within a further twenty (20) working days, to the CDC for approval consideration.

## **19. REVIEW OF THIS EMPLOYMENT RELATIONS POLICY**

This Employment Relations Policy, Principles and Requirements document, will be reviewed by the CDC as and when necessary. This includes annual increases to the wage schedules as included as Annexures to this document. The revised Employment Relations Policy, Principles and Requirements shall be approved by the CDC, before being implemented, and the latest revision.

## ANNEXURE "A1"

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

The Employer: \_\_\_\_\_

hereby agrees to engage the service of the

Employee: \_\_\_\_\_

#### 1 EMPLOYMENT

- 1.1 The nature of the Employer's operations relates to a specific construction/ contract being: \_\_\_\_\_ on the Tshwane Automotive Special Economic Zone (TASEZ) Construction Project, consequently the Employer 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 or further employment is created.
- 1.3 The Employer hereby engages the Employee as a \_\_\_\_\_ in \_\_\_\_\_ (*Occupational Group as per Job & Wage schedule*)
- 1.4 The Employee's employment on the project will commence on \_\_\_\_\_ (*date*) 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 PROBATION

- 2.1 The Employee shall be evaluated for work performance (i.e. quantity and quality) and compatibility by the Employer over a continuous period of \_\_\_\_\_ (*weeks*) for the job category for which he/she is tendering his/her services, to the satisfaction of the Employer.
- 2.2 Should the Employee not meet that performance and/or compatibility standard as reasonably required by the Employer, then the Employer may terminate this employment contract through a fair process.
- 2.3 This probation period may be extended by the Employer upon good cause shown, through written confirmation to the Employee detailing shortcomings and required remedial action over a limited period.

### 3 WAGES

- 3.1 The Employee's hourly rate of pay will be : R \_\_\_\_\_  
(Standard per Job & Wage schedule)
- 3.2 The Employee's wages will be paid by bank transfer, monthly in arrears into his / her own bank account.
- 3.3 The Employee therefore acknowledges that having an active personal bank account is a condition of employment.
- 3.4 Any increase to the Employee's wage rate will be in accordance with the timing and percentage applicable to the industry agreement. The Employee agrees that no other increases will be applicable whilst employed on the TASEZ Project, unless the Employee is promoted to a higher job category.

### 4 HOURS OF WORK AND OVERTIME

- 4.1 The hours of work over the typical month will be:

	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.	Sun.
<b>Week 1</b>							
<b>Week 2</b>							
<b>Week 3</b>							
<b>Week 4</b>							

- 4.2 The daily shift start time(s) will be \_\_\_\_\_
- 4.3 The daily shift start time(s) will be \_\_\_\_\_
- 4.4 There will be .... paid 15-minute rest interval from \_\_\_\_\_
- 4.5 There will be a 30 minute unpaid lunch break from \_\_\_\_\_
- 4.6 The hours set out in Clause 3.1 can be increased or reduced according to project requirements.
- 4.7 Due to the nature of the construction project, overtime work is envisaged. The Employee hereby voluntarily agrees to work such overtime as required by the Employer.

- 4.8 Hours worked in excess of normal hours will be paid as overtime in accordance with the applicable industry agreement, or in the absence of the industry agreement, in accordance with the Basic Conditions of Employment Act.

## **5 UNPAID NO WORK DAYS**

- 5.1 Whenever your contract of employment stipulates ad hoc work conditions (see clause 4.1 above) or due to no continuity of work, the time you do not work will be unpaid.
- 5.2 The employer will give reasonable notice to employees that they will be unpaid for the reasons stipulated on clause 5.1.

## **6 SHIFT WORK**

- 6.1 Due to the nature of the construction project, it is envisaged that shift work may be required.
- 6.2 The Employee hereby voluntarily agrees to work such shift work arrangement or changed shift work arrangements as required by the Employer, upon being granted reasonable notice of at least two (2) working days.

## **7 LEAVE**

### **7.1 Annual Leave**

- 7.1.1 The Employees will accrue annual leave at a rate of 1 day for every 17 days worked and the Employee agrees not to take leave for the first 3 months of employment.
- 7.1.2 The Employer will have the discretion to require the Employee to take accumulated leave during the December shutdown period.

### **7.2 Sick Leave**

- 7.2.1 The Employee is entitled to paid sick leave in accordance with the Basic Conditions of Employment Act, with the limitation that during the first 6 months of employment, the Employee is only entitled to 1 day's paid sick leave for every 26 days worked.

### **7.3 Family Responsibility Leave**

- 7.3.1 The Employee is entitled to 3 days of family responsibility leave during each annual leave cycle, subject to the limitations of the Basic Conditions of Employment Act, including no entitlement to family responsibility leave during the first 4 months of employment.

7.3.2 The Employee must furnish valid proof of the family responsibility to the HR department or Site management, before family responsibility leave will be granted.

#### **7.4 Maternity Leave**

7.4.1 The employees are entitled to four (4) month maternity leave, which is unpaid as per the Basic Conditions of Employment Act.

### **8 NOTICE OF TERMINATION**

- 8.1 It is hereby agreed that the notice of termination of employment upon completion of task or when operational requirements as confirmed by the Employer necessitate a reduction of employment levels, will be presented by the Employer, which then terminates the employment relationship, with no expectation of further employment through the Employer.
- 8.2 The termination notice of employees will be subject to section 37, of the Basic Condition of Employment (BCEA). The act stipulates if you are employed for:
- Up to six (6) weeks of service – one (1) week's notice;
  - Six (6) Months up to a year service – two (2) weeks' notice;
  - More than One (1) year of service – four (4) weeks' notice.

### **9 RESTRICTIONS**

- 9.1 Whilst employed by the Employer, the Employee shall not supply any goods, information, nor render any services to clients, suppliers nor to any employee of the Employer, except as may be required in the course of the Employee's employment.
- 9.2 No Employee may be directly or indirectly engaged in any business or undertaking other than that of the Employer, unless specific prior written consent is obtained from the Employer.
- 9.3 Non-Employer work may only be undertaken by the Employee outside of normal working hours and with the prior written consent of the Employer. Such consent shall not be unreasonably withheld if such work does not affect the performance of the Employee's duties.

### **10 OTHER CONDITIONS**

- 10.1 The conditions of employment not specifically dealt with above will be those prevailing in the applicable industry agreement, the Project Employment Relations Policy, the Employer's policy and general rules and regulations applicable to TASEZ construction.

## **11 OCCUPATIONAL HEALTH, SAFETY AND THE ENVIRONMENT**

- 11.1 The Employee acknowledges that exposure to hazardous conditions may occur. The Employee undertakes to take all reasonable steps to protect him/her and his/her fellow workers from the dangers of contracting any injury or disease and to comply with any Project procedures, recommendations, guidelines and preventative measures that may apply with regard to Occupational Health, Safety and Hygiene and protecting the Environment.
- 11.2 The Employee shall be required to complete a pre-employment Declaration of Medical History and will be required to undergo a pre-employment medical assessment, and possibly a periodic medical assessment at the requirement and cost of the Employer.
- 11.3 Upon demobilisation, the Employee shall be required to complete a post-employment Declaration of Medical History and will be required to undergo an exit medical assessment at the requirement and cost of the Employer.
- 11.4 The Employee acknowledges that attending the exit medical assessment is a legal requirement in accordance with the Occupational Health & Safety Act (Construction Regulations), and that failure to attend the arranged exit medical assessment will serve to indemnify the Employer and the Client from any claim whatsoever related to employment on this construction project.
- 11.5 The Employee acknowledges that failure to attend the arranged exit medical assessment will also result in the delay by the Employer of final monies due being paid to the Employee.

## **12 CONTRACTORS TOOLS, EQUIPMENT AND PROPERTY**

- 12.1 The Employee accepts responsibility for the safe and efficient use of the Employer's tools, equipment and property, and will ensure that no abuse, loss or negligent damage takes place.
- 12.2 In the event of abuse, loss or negligent or wilful damage the Employer is entitled to recover the replacement value of such items from the Employee, subject to an enquiry or investigation.

## **13 SECURITY**

- 13.1 The Employee will be issued with a project access card, which must then be worn at all times for identification purposes. Without this card, the Employee will not be permitted on the construction site.
- 13.2 Should the access card be lost, the cost of a replacement card of One Hundred and Fifty Rand (R150.00) will be deducted from the Employee's next wage payment by the Employer.

- 13.3 Should the access card not be returned immediately upon the Employee's demobilisation from the project, a penalty fee of Two Hundred Rand (R200.00) will be deducted from the Employee's final wages by the Employer.

## 14 EMPLOYEE UNDERTAKING

### I undertake to:

- 14.1 Abide by all conditions of employment;
- 14.2 Channel all grievances through the correct procedure;
- 14.3 Respect fellow employees as individuals and respect each individual's freedom of choice;
- 14.4 Work safely and not endanger fellow workers;
- 14.5 Recognise that the success of the Project represents an important development milestone for all Gauteng communities;
- 14.6 Not participate in unprotected and unprocedural industrial action;
- 14.7 Abide by all Project rules and regulations;
- 14.8 Agree to work the hours as detailed in this contract and overtime when required to do so;
- 14.9 Not be absent without permission;
- 14.10 Work to the best of my ability in compliance with my contractual obligations towards my employer;
- 14.11 Attend all medical assessments, as required and paid for by my employer.

I \_\_\_\_\_ acknowledge that the conditions set out in clauses 1 to 11 here above and have been explained to me and I understand the contents of this contract and signify acceptance thereof, during my period of employment on the TASEZ Construction Project.

Signed at: \_\_\_\_\_ on \_\_\_\_\_

Employee: \_\_\_\_\_

Employee's Address: \_\_\_\_\_

Employee's Bank details: (filled in by the employee)



Account holder's name: .....

Bank name: .....

Bank account number:.....

Branch name / number:.....

For the Company: \_\_\_\_\_

Company's Address: \_\_\_\_\_

Date: \_\_\_\_\_

Witness name: \_\_\_\_\_

Witness signature: \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEXURE "A2"

Employee Name: \_\_\_\_\_

Employee ID Number: \_\_\_\_\_

### SECONDMENT CONTRACT OF EMPLOYMENT IN RESPECT OF PERMANENT EMPLOYEES SECONDED TO THE TSHWANE SEZ CONSTRUCTION PROJECT

The Employee confirms that he/she has been in the permanent employ of \_\_\_\_\_  
(the Employer) since \_\_\_\_\_ (date).

There are specific conditions of employment applicable to the Tshwane Automotive Special Economic Zone (TASEZ) Construction Project and these need to be accepted by the Employee prior to his/her secondment to the Project.

The Employee's conditions of employment specific to the Project for the duration of his/her secondment will be in accordance with this Secondment Contract of Employment.

#### 1 POSITION AND WAGES

- 1.1 The Employee's occupation on the Project (*per the Project Job & Wage Schedule*) will be \_\_\_\_\_ but the Employee will also be required carry out other types of work if and when required, as also provided for in the applicable industry agreement.
- 1.2 The Employee's rate of pay upon secondment to the Project will R \_\_\_\_\_ per hour.
- 1.3 Any increase to the Employee's wage rate will be in accordance with the timing and percentage applicable to the industry agreement. The Employee agrees that no other increases will be applicable whilst employed on the TASEZ Project, unless the Employee is promoted to a higher job category.
- 1.4 Payment of wages by the Employer will be made monthly, in arrears, directly into the Employee's own bank account.

#### 2 PERIOD OF SECONDMENT TO THE PROJECT

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

- 2.2 The Employee's secondment will automatically terminate if the Client and/or the Main/Principal Contractor requests the Employee's removal from the Project, for a valid reason.

### 3 HOURS OF WORK AND OVERTIME

- 3.1 The hours of work over the typical month will be:

	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.	Sun.
Week 1							
Week 2							
Week 3							
Week 4							

- 3.2 The daily shift start time(s) will be \_\_\_\_\_
- 3.3 The daily shift start time(s) will be \_\_\_\_\_
- 3.4 There will be .... paid 15-minute rest interval from \_\_\_\_\_
- 3.5 There will be a 30 minute unpaid lunch break from \_\_\_\_\_
- 3.6 The hours set out in Clause 3.1 can be increased or reduced according to project requirements.
- 3.7 Due to the nature of the construction project, overtime work is envisaged. The Employee hereby voluntarily agrees to work such overtime as required by the Employer.
- 3.8 Hours worked in excess of normal hours will be paid as overtime in accordance with the applicable industry agreement, or in the absence of the industry agreement, in accordance with the Basic Conditions of Employment Act.

### 4 SHIFT WORK

- 4.1 Due to the nature of the construction project, it is envisaged that shift work may be required.
- 4.2 The Employee hereby voluntarily agrees to work such shift work arrangement or changed shift work arrangements as required by the Employer, upon being granted reasonable notice of at least two (2) working days.

## **5 OTHER CONDITIONS OF EMPLOYMENT, RULES AND REGULATIONS**

- 5.1 The conditions of employment not specifically dealt with above will be those prevailing in the applicable industry agreement, the Project Employment Relations Policy, the Employer's policy and general rules and regulations applicable to TASEZ construction.
- 5.2 The Employee will be required to adhere to all rules and regulations, including any specific occupational health, safety and environmental regulations in place on the TASEZ Project. These rules and regulations will be explained to the Employee at the induction course when he/she arrives at the TASEZ Project, prior to being permitted to commence working on site.
- 5.3 In the event of disciplinary action being taken against the Employee whilst on secondment, the effect of such disciplinary action will be the same as if the home-based employer took such action.
- 5.4 In the event of the Employee being dismissed whilst on secondment, the Employee's contract of employment with your home-based employer will also terminate.

## **6 OCCUPATIONAL HEALTH, SAFETY AND THE ENVIRONMENT**

- 6.1 The Employee acknowledges that exposure to hazardous conditions may occur. The Employee undertakes to take all reasonable steps to protect him/her and his/her fellow workers from the dangers of contracting any injury or disease and to comply with any Project procedures, recommendations, guidelines and preventative measures that may apply with regard to Occupational Health, Safety and Hygiene and protecting the Environment.
- 6.2 The Employee shall be required to complete a pre-employment Declaration of Medical History and will be required to undergo a pre-employment medical assessment, and possibly a periodic medical assessment at the requirement and cost of the Employer.
- 6.3 Upon demobilisation, the Employee shall be required to complete a post-employment Declaration of Medical History and will be required to undergo an exit medical assessment at the requirement and cost of the Employer.
- 6.4 The Employee acknowledges that attending the exit medical assessment is a legal requirement in accordance with the Occupational Health & Safety Act (Construction Regulations), and that failure to attend the arranged exit medical assessment will serve to indemnify the Employer and the Client from any claim whatsoever related to employment on this construction project.
- 6.5 The Employee acknowledges that failure to attend the arranged exit medical assessment will also result in the delay by the Employer of final monies due being paid to the Employee.

## **7 CONTRACTORS TOOLS, EQUIPMENT AND PROPERTY**

- 7.1 The Employee accepts responsibility for the safe and efficient use of the Employer's tools, equipment and property, and will ensure that no abuse, loss or negligent damage takes place.
- 7.2 In the event of abuse, loss or negligent or wilful damage the Employer is entitled to recover the replacement value of such items from the Employee, subject to an enquiry or investigation.

## **8 SECURITY**

- 8.1 The Employee will be issued with a project access card, which must then be worn at all times for identification purposes. Without this card, the Employee will not be permitted on the construction site.
- 8.2 Should the access card be lost, the cost of a replacement card of One Hundred and Fifty Rand (R150.00) will be deducted from the Employee's next wage payment by the Employer.
- 8.3 Should the access card not be returned immediately upon the Employee's demobilisation from the project, a penalty fee of Two Hundred Rand (R200.00) will be deducted from the Employee's wages by the Employer.

## **9 HOME ADDRESS**

The Employee confirms the home address to be: -

Residential Address: \_\_\_\_\_

Name of next-of-kin: \_\_\_\_\_

Relationship of next-of-kin: \_\_\_\_\_

Contact number of next-of-kin: \_\_\_\_\_

## **10 HOME BASE PERMANENT CONDITIONS OF EMPLOYMENT**

The conditions contained herein will be valid during the Employee's secondment to the TASEZ Construction Project. Upon demobilisation, the Employee will revert to the permanent employment conditions applicable to the Employee prior to his/her secondment to the Project.

## 11 EMPLOYEE UNDERTAKING

### I undertake to: -

- 11.1 Abide by all conditions of employment;
- 11.2 Channel all grievances through the correct procedure;
- 11.3 Respect fellow employees as individuals and respect each individual's freedom of choice;
- 11.4 Work safely and not endanger fellow workers;
- 11.5 Recognise that the success of the Project represents an important development milestone for all Gauteng communities;
- 11.6 Not participate in unprotected and unprocedural industrial action;
- 11.7 Abide by all Project rules and regulations;
- 11.8 Agree to work the hours as detailed in this contract and overtime when required to do so;
- 11.9 Not be absent without permission;
- 11.10 Work to the best of my ability in compliance with my contractual obligations towards my employer;
- 11.11 Attend all medical assessments, as required and paid for by my employer.

I, \_\_\_\_\_, the undersigned hereby acknowledge that the conditions of this Secondment Contract of Employment, as set out in Clause 1 to 11 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 TASEZ Construction Project.

Signed at : \_\_\_\_\_ on \_\_\_\_\_

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For the Employer : \_\_\_\_\_  
(Authorised signatory name)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Employer's Company Address: \_\_\_\_\_



\_\_\_\_\_

Witness name: \_\_\_\_\_

Witness signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEXURE “B1”**

**Building Industry: Job & Wage Rates Structure  
Tshwane Automotive SEZ**

<b>Task Grade</b>	<b>Job Title</b>	<b>Minimum Basic Wage Rate (per hour)</b>
Construction Worker Grade E	General Worker	R 34.59
Construction Worker Grade D	Semi-skilled Construction Worker	R 39.03
	Hoist Operator	
	Driver (code 8) Driver (code 9)	R 41.96
Construction Worker Grade C	Journeyman's Assistant	R 47.13
	Driver (code 10)	
	Crane Operator	
	Machine Minder and Sawyer	
	Mechanical Handling Equipment Driver	
Construction Worker Grade B	Artisan / Journeyman	R 76.04
Construction Worker Grade A	Artisan Journeyman with minimum N2	R 80.44

This schedule, inclusive of the wage rates, is reviewed annually, in line with the wage increase granted in the local building industry.

**ANNEXURE “B2”**

**Civil Engineering: Job Structure and Standard Wage Rates on Tshwane Automotive SEZ**

Grade	Occupational group	Job Title	Minimum basic wage rate (per hour)
Task Grade A	General Worker	General Worker	R 47.89
		Watchman	
Task Grade B	Artisan Aid	Artisan Aid	R 49.01
	Construction Hand Grade 4	Structures Construction Hand	
		Premix Paving Checker / Tallyman	
		Steel Bending Machine Operator	
		Civil Construction Bricklayer Grade 2	
		Crusher Assistant	
	Operator Grade 4	Boom Scraper Operator	
		Pedestrian Roller Operator	
		Hoist / Lift Operator	
	Chainman	Chainman / Survey Assistant	
	Site Support	Artisan Aid	
		Safety Watcher	
		Materials Tester Assistant	
Task Grade C	Construction Hand Grade 3	Shutter hand Grade 3	R 51.59
		Concrete Hand Grade 2	
		Pipelayer Grade 2	
		Frontman	
	Operator Grade 4	Track Rig Operator (general)	
		Bore Pile Operator	
		Drilling Supervisor	
		Winch Operator	
	Site Support	Junior Site Clerk	
		Welder Semi-Skilled	
		Banksman / Rigger Assistant	
		Storeman	

Grade	Occupational group	Job Title	Minimum basic wage rate (per hour)
Task Grade D	Construction Hand Grade 2	Shutterhand Grade 2	R 58.12
		Reinforcing Hand Grade 2	
		Concrete Hand Grade 1	
		Fence Erector	
		Guard Rail Erector	
		Scaffold Erector	
		Blasting Assistant	
	Operator Grade 3	Concrete Mixer Operator	
		Continuous Flight Auger Operator	
		Concrete Dumper Operator	
		Concrete Pump Operator	
		Tower Crane Operator	
		General Premix Roller Operator	
		Milling Machine Operator	
		Paver Operator	
		Excavator Operator	
		Front End Loader Operator	
		TLB Operator	
		Dozer Operator	
		Grader Operator (general)	
		Gunit Nozzleman	
		Crusher Operator	
	Driver Grade 2	Motorcycle Driver	
		Tractor Driver	
		Light Motor Vehicle Driver	
		Driver Operator	
		Forklift Operator	
		Heavy Duty Driver (rigid)	
		Extra Heavy Duty Driver (rigid)	
		Articulated Dumper Truck Operator	
	Site Support	Tools and small plant repairer	
		Formwork Controller	

Grade	Occupational group	Job Title	Minimum basic wage rate (per hour)
Task Grade E	Construction Hand Grade 1	Shutter hand Grade 1	R 68.46
		Piling Auger Machine Operator	
		Reinforcing Hand Grade 1	
		Pipelaye Grade 1	
		Kerblayer	
		Civil Construction Bricklayer Grade 1	
	Operator Grade 2	Mobile Crane Operator	
		Screed Operator	
		Scraper Operator	
		Batch Plant Operator	
	Driver Grade 1	Heavy Duty Driver (articulated)	
		Extra Heavy Duty Driver (articulated)	
	Site Support	Assistant Surveyor	
		Scaffold Inspector	
		Material Tester	
Task Grade F	Operator Grade 1	Artisan Unlicensed	R 99.22
		Grader Operator (final level)	
	Site Support	Site Clerk	
		Supervisor Grade 2	
		Plant Serviceman	
		Senior Material Tester (Lab)	
		Senior Material Tester (Field)	
Task Grade G	Site Support	Supervisor Grade 2	R 105.75
		Plant Serviceman	
Task Grade H	Site Support	Supervisor Grade 1	R 110.76
Task Grade I	Artisan	Fitter & Turner, Diesel Mechanic, Auto Electrician, Boilermaker, Spray Painter, Welder.	R 155.49

This schedule, inclusive of the wage rates, is reviewed annually, in line with the wage increase granted in the Civil Engineering Industry.

**ANNEXURE “B3”**

**WAGE RATES: MECHANICAL / ELECTRICAL / INSTRUMENTATION JOB CATEGORY STRUCTURE FOR METAL & ENGINEERING INDUSTRY (TASEZ)**

***From 01 July 2024***

CAT	ENTRY RATE	PROJECT RATE	RIGGING / STRUCTURAL	PAINTING / DRIVING / ADMIN.	WELDING	PIPE FITTING	SCAFFOLDING	ELECTRICAL	INSTRUMENT MECH.	MECHANICAL
5		R 150.50	Artisan Rigger		Artisan Welder – 6G	Artisan Pipe Fitter		Artisan Electrician	Artisan Instrument Mechanic	Artisan Boilermaker Artisan Mech. Fitter
4		R 125.18	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 86.40	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 73.46	Steel catching. Bolt including torqueing. Slinging. Operate power hoists. Affix cladding. Operate gas-cutting equipment. Lift by rope, chain block, hand winch, and tirlor. 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 52.08	R 62.19	<b>GENERAL LABOURER</b>							

This Schedule, inclusive of the wage rates, is reviewed annually, in line with the increase granted in the MEI Industry through the MEIBC.

## DISCIPLINARY POLICY, PROCEDURE AND PENALTY GUIDE

### 1. PREAMBLE

All Contractors operating on the TASEZ Project 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.

Each Main/Principal contractor must ensure the installation and maintenance of discipline across their construction site as a whole and must ensure consistency of appropriate disciplinary action taken.

Similarly, Main/Principal contractors must promote uniform discipline across the TASEZ Project as a whole, and must promote consistency of appropriate disciplinary action taken.

### 2. POLICY

The guidelines are established to ensure that a common framework exists for required disciplinary action taken across the TASEZ Project.

- 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 and where appropriate, 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 opportunity to present his/her version, taking due cognisance of the Code of Good Practice: Dismissal per Schedule 8 of the Labour Relations Act.
  - 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 appropriate, the employer may consider alternative measures as an alternative to dismissal, such as a final warning coupled with voluntary suspension without pay for a maximum period of three (3) months or a final warning coupled with voluntary demotion.

### 3. DISCIPLINARY CODE

The disciplinary code is the establishment of a formal framework to guide the application of 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 Management have the right to take disciplinary steps against any employee who acts in a manner conflicting with the interest of the employer.
- 3.2 The employer recognises the differences between warning offences and dismissible offences.
- 3.3 The employer recognises the right of the employee to appeal against any disciplinary measure considered unjust or unfair.

### 4. TYPE OF DISCIPLINARY MEASURES

- 4.1 There are four types of formal disciplinary measures, depending on the circumstances, which may be applied.

In order of severity, these are:

- Written warning
- Final written warning
- Dismissal

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

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

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

### 5. THE DISCIPLINARY PROCEDURE

- 5.1 Informal Discipline - Verbal Reprimand

If the immediate management is of the opinion that the minor misconduct or lesser performance of an employee is unsatisfactory, but does not warrant formal disciplinary action, then a verbal reprimand should be given.

- 5.2 Formal Disciplinary Action

- 5.2.1 Level One - Written Warning

If management is dissatisfied with the conduct or performance of the employee, management, including the immediate supervisor shall discuss the nature of the transgression, the disciplinary steps and the corrective action with the employee.

Management must then complete the Disciplinary Report Form and secure the signature of the employee and the employee representative (if applicable) 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 (6) months from date of issue.

#### 5.2.2 Level Two - 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 (6) months, or if an employee commits any offence which warrants a final warning, then the same procedure as detailed in level one shall be followed. The final written warning shall remain valid for a period of twelve (12) months from date of issue.

Management shall ensure that the employee is aware of the fact that, should the employee commit a further offence within the period of twelve (12) months following receipt of the final written warning, then that offence shall be subject to the decision reached at the formal disciplinary enquiry.

#### 5.2.3 Level Three - Formal Disciplinary Enquiry

If, subsequent to issuing a Final 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 (12) months, or if an employee commits an offence which could render him/her 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 Hearing Notification.

The senior manager shall, after a minimum period of twenty four (24) hours, and within two (2) clear working days, conduct a formal hearing in the presence of the employee, the employee representative (if applicable), immediate management, the ER Practitioner (as observer to guide procedural fairness) 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 (2) 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 employee representative (if applicable).

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.

#### 5.2.4 Level Four - 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.

An employee representative or a Trade Union Official may represent the employee at the Appeal hearing.

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 (3) working days of the disciplinary action.

The manager concerned shall, as soon as possible, but within two (2) 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 (2) working days of the appeal hearing give a written decision of the outcome of the appeal hearing, which will be final.

The dismissed employee has the right in terms of the Labour Relations Act to refer a dispute to the Commission for Conciliation, Mediation and Arbitration (CCMA) or relevant Bargaining Council for resolution, should he/she allege unfairness in the employer's decision to terminate his/her services.

### 5.3 Employee Representation

Any employee being disciplined or appealing in terms of this disciplinary procedure may request any fellow employee from his/her place of work to act as a representative during the proceedings.

### 5.4 Dispute Resolution

Following conclusion of the procedure as above, nothing contained herein will prohibit the parties from taking any action that they are entitled to in terms of the Labour Relations Act.

### 5.5 Pre-dismissal Arbitration

The employer and the affected employee(s) may elect to dispense with the internal disciplinary processes and proceed directly to the external arbitration stage, typically viewed as the final stage in adjudicating the fairness of dismissals.

This alternative process of pre-dismissal arbitration is a provision of section 188A of the Labour Relations Act, which defines the limitations of application, and may be conducted by the CCMA, the relevant accredited Bargaining Council or any other accredited entity.

## **6. DISCIPLINARY PENALTY GUIDE**

### **6.1 Principles**

- (a) The list of offences in this Disciplinary Penalty Guide is not exhaustive and only serves as a **guide** in respect of the application of discipline.
- (b) Management may initiate disciplinary action against transgressing employees, even though the offence may not be listed in this Disciplinary Penalty Guide. In order to achieve the objectives of maintenance of good order and fair treatment of employees, management will ensure that:
  - (i) The Disciplinary Penalty Guide is published and made available to employees;
  - (ii) Employees are made aware of the standards expected of them to ensure the wellbeing of the construction project and to prevent inappropriate behaviour; and
  - (iii) Each case is handled on its own merits, taking into account the degree of severity and the existence of mitigating and aggravating factors;

### **6.2 Deviations from the Disciplinary Penalty Guide**

Should any deviation from this Disciplinary Penalty Guide be anticipated, the Contractors' ER Co-ordinator must be consulted, prior to taking any action.

### 6.3 Guideline on Sanctions for Offences

CATEGORY	NATURE OF OFFENCE	DISCIPLINARY ACTION		
		FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE
<b>1. ABSENTEEISM</b>	<b>Transgressions relating to non-attendance</b>			
	Being absent from work for four or less consecutive working days without prior approved leave / a valid reason	Written Warning	Final Written Warning	Dismissal
	Being absent from work for five or more consecutive working days without prior approved leave / a valid reason	Dismissal		
	Late arrival to work without prior approval / a valid reason	Written Warning	Final Written Warning	Dismissal
	Leaving work during working hours without permission from immediate Manager	Written Warning	Final Written Warning	Dismissal
<b>2. DISORDERLY BEHAVIOUR</b>	<b>Transgressions relating to misconduct</b>			
	Assault or threat thereof	Dismissal		
	Intimidation	Dismissal		
	Dereliction of Duty	Dismissal		
	Failure to carry out a reasonable and lawful instruction	Written Warning	Final Written Warning	Dismissal
	Refusal to carry out a reasonable and lawful instruction	Final Written Warning	Dismissal	
	Refusing to perform a work task without a valid reason	Final Written Warning	Dismissal	

CATEGORY	NATURE OF OFFENCE	DISCIPLINARY ACTION		
		FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE
	Negligent damage to company property	Final Written Warning	Dismissal	
	Wilful / intentional damage to company property	Dismissal		
	Breach of Safety, Health and Environmental protection, including security regulations	Final Written Warning	Dismissal	
	Gross violation of safety and security rules and regulations	Dismissal		
	Insubordination / Insolence	Final Written Warning	Dismissal	
	Gross insubordination / Gross insolence	Dismissal		
	Bringing the organisation into disrepute	Final Written Warning	Dismissal	
	Breach or contravention of the provisions of the code of ethics, declaration of interest, confidentiality of information undertaking and information security declaration, either negligently or intentionally	Final Written Warning	Dismissal	
	Behaviour on or off company premises that results in a major breach of trust or significant conflict of interest	Dismissal		
	Unauthorised possession of dangerous weapons at the workplace	Dismissal		
	Failure to submit to medical certificate when required	Written Warning	Final Written Warning	Dismissal

CATEGORY	NATURE OF OFFENCE	DISCIPLINARY ACTION		
		FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE
<b>3. DISHONESTY</b>	<b>Transgression relating to lack of honesty (includes attempted instances)</b>			
	Theft / Fraud / Forgery	Dismissal		
	Unauthorised possession of company property	Dismissal		
	Bribery / Corruption	Dismissal		
	Gross dishonesty	Dismissal		
<b>4. SEXUAL</b>	<b>Transgression relating to improper approaches to fellow employees</b>			
	Sexual harassment	Dismissal		

<b>DISCIPLINARY REPORT FORM</b>	
Employee :	Company:
Supervisor :	Manager:

## WRITTEN WARNING

Incident :	Time:
Date :	Place:

Nature of Transgression:	
Witness/es:	
Disciplinary action taken:	
Typical consequences of repeated misconduct:	
Details of other valid Disciplinary Warnings:	
Signature of Supervisor:	Date:
Signature of Employee:	Date:
Signature of Representative: (if presence requested by Employee)	Date:
The signature of the employee signifies that the employee acknowledges the disciplinary action, whether or not the employee agrees with the action.	

<b>DISCIPLINARY REPORT FORM</b>	
Employee :	Company:
Supervisor :	Manager:

### FINAL WRITTEN WARNING

Incident :	Time:
Date :	Place:

Nature of Transgression:	
Witness/es:	
Disciplinary action taken:	
Typical consequences of repeated misconduct:	
Details of other valid Disciplinary Warnings:	
Signature of Supervisor:	Date:
Signature of Executive Manager:	Date:
Signature of Employee:	Date:
Signature of Representative: (if presence requested by Employee)	Date:
The signature of the employee signifies that the employee acknowledges the disciplinary action, whether or not the employee agrees with the action.	

<b>FORMAL DISCIPLINARY HEARING NOTIFICATION</b>	
Employee :	Company:
Initiator:	Manager :

### NOTIFICATION TO ATTEND A DISCIPLINARY HEARING

The employee is hereby notified of the following charge/s levelled against the employee and that the employee is instructed to attend a formal disciplinary hearing into the transgression/s as detailed hereunder, is to be held as follows:

Date:	Time:	Place:
The Charge/s:		
Details of Transgression:		

Handed to the Employee on: _____ (date) _____ (time)	
Signature of Initiator:	Date:
Signature of Senior Manager:	Date:
Signature of Employee:	Date:
The signature of the employee signifies that the employee has received the notice of the disciplinary hearing, whether or not the employee agrees with the action.	
The employee is advised of the following rights which may be exercised at the Disciplinary hearing: <ul style="list-style-type: none"> <li>• The right to be represented by a fellow employee</li> <li>• The right to a fair and proper hearing</li> <li>• The right to call and cross-examine witnesses.</li> <li>• The right to an interpreter, if required.</li> </ul>	

<b>DISCIPLINARY REPORT FORM</b>	
Employee:	Company:
Chairperson:	Manager:

## OUTCOME OF THE DISCIPLINARY HEARING

Notification of enquiry handed to the Employee on:
A formal Disciplinary enquiry was held on:
Outcome of hearing (Guilty or Not Guilty):
Disciplinary action taken:

<p>The signature of the employee signifies that the employee has received the notice of disciplinary action taken, whether or not the employee agrees with the action. In accordance with the provisions of the Labour Relations Act, the employee may refer a dispute to the CCMA or the applicable accredited Bargaining Council within 30 days of the alleged unfair action having been instituted.</p>	
Signature of Chairperson:	Date:
Signature of Initiator:	Date:
Signature of Employee:	Date:
Signature of Representative: (if presence requested by Employee)	Date:
Signature of ER Practitioner:	Date:

## GRIEVANCE RESOLUTION PROCEDURE

### 1 OBJECTIVE

The objective of this grievance resolution procedure is to provide employees 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 employers and employees, as well as the broader project.

### 2 DEFINITION

A grievance is a work-related complaint that is expressed formally and triggers the formal procedural mechanism 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 resolution procedure is not intended to deal with collective interests such as wages and conditions of employment, 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

The grievance resolution procedure allows employees to formally discuss and attempt to resolve any complaint that they may have and to provide a channel for the fair settlement of complaints and grievances. It serves to bring employee problems to the attention of management so that they become aware of employee frustration, problems and expectations.

The grievance resolution procedure should ensure that grievances are:

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

### 4 GRIEVANCE RESOLUTION 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:

- 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
  - endeavour to resolve the grievance as quickly as possible, within three (3) 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 an employee representative.

**(b) Level Two**

Any employee making use of the grievance resolution procedure may request an employee representative from within his work area to act as his/her representative during the proceedings of levels two, three and four.

The employee should discuss his/her grievance with the employee representative. The employee should, with assistance of the employee representative, raise the grievance verbally again 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 employee representative (if requested), record the relevant details on the grievance form. The signed grievance 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 the employee so desires.

**(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 (2) working days of receipt, or at a later date as agreed to in writing by the parties.

The enquiry shall be attended by the senior manager, the supervisor, the employee and the employee's representative (if applicable). A record of the enquiry must be kept by the senior manager.

The senior manager must give a decision within two (2) working days 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 Procedure**

If the grievance remains unresolved, the employee may, with the assistance of the employee's representative (if applicable), submit a dispute in accordance with the TASEZ Dispute Resolution Procedure (see Annexure "E").

## **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 supervisor 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 Employee Representative**

The employee is entitled to request a fellow employee to represent his/her interest.

The employee representative should:

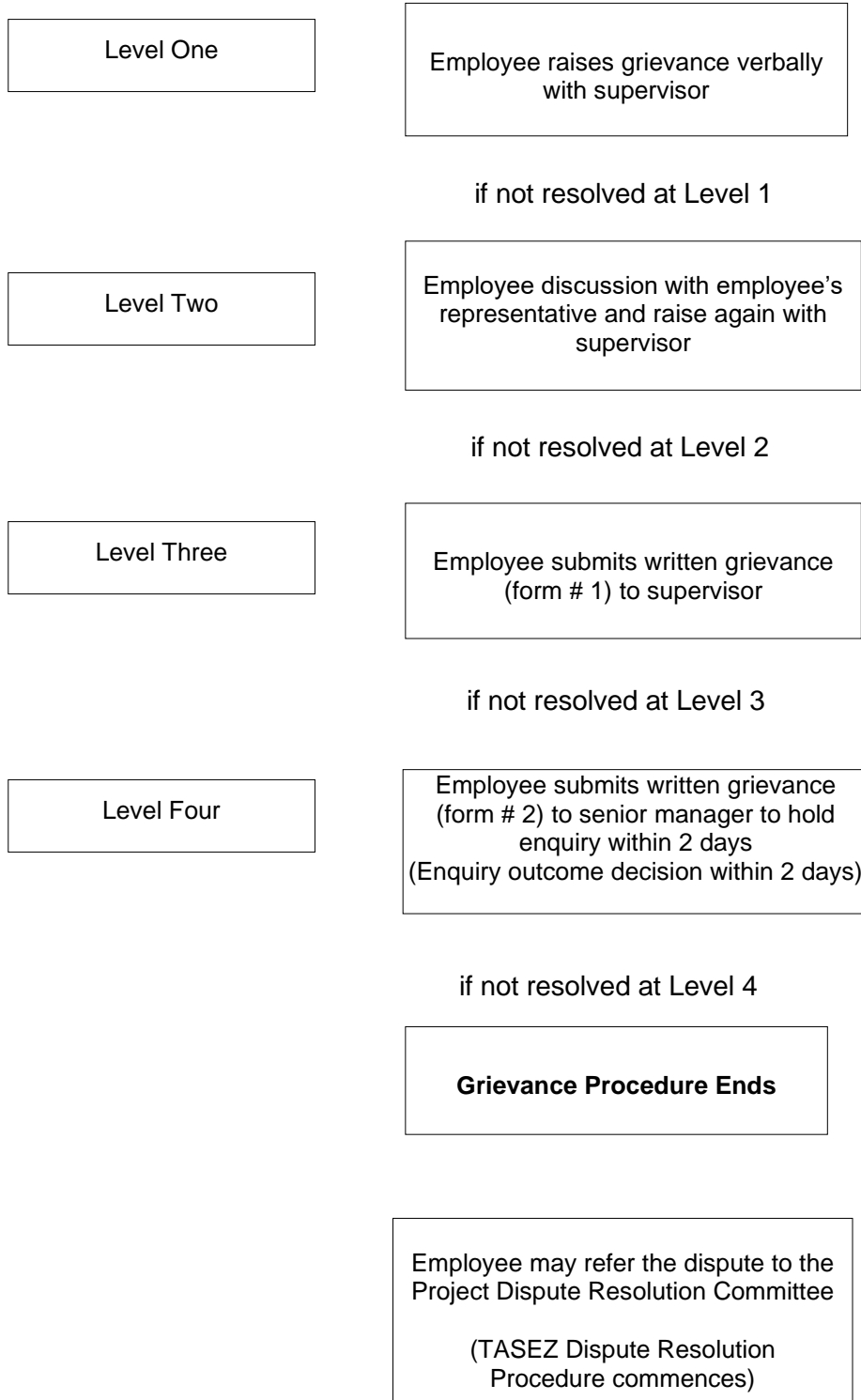
- Listen to the employee's grievance and encourage the employee to express the grievance freely and openly, without fear of victimisation or intimidation
- Investigate the grievance, together with the employee, to ensure that all the circumstances and the facts relating to the grievance are accurate, 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 grievance resolution 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**

The employee should:

- Discuss the grievance with the employee representative (if requested) 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 RESOLUTION PROCEDURE



## GRIEVANCE FORM # 1

EMPLOYEE'S NAME: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

SUPERVISOR'S NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

EMPLOYEE'S REPRESENTATIVE'S NAME: \_\_\_\_\_

**NATURE OF GRIEVANCE, CAUSE AND DATE OF GRIEVANCE:**

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SETTLEMENT DESIRED: \_\_\_\_\_

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GRIEVANCE FORM HANDED TO: \_\_\_\_\_ TIME: \_\_\_\_\_

SIGNATURE OF RECIPIENT: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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SIGNATURE OF SUPERVISOR: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF EMPLOYEE REPRESENTATIVE: \_\_\_\_\_

## GRIEVANCE FORM # 2

EMPLOYEE'S NAME: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

SENIOR MANAGER'S NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

EMPLOYEE'S REPRESENTATIVE'S NAME: \_\_\_\_\_

**NATURE OF GRIEVANCE, CAUSE AND DATE OF GRIEVANCE:**

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SETTLEMENT DESIRED: \_\_\_\_\_

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GRIEVANCE FORM HANDED TO: \_\_\_\_\_ TIME: \_\_\_\_\_

SIGNATURE OF RECIPIENT: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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SIGNATURE OF SENIOR MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF EMPLOYEE REPRESENTATIVE: \_\_\_\_\_

## LABOUR DISPUTE RESOLUTION PROCEDURE

### 1 INTRODUCTION

In order to facilitate the speedy resolution of labour disputes, individual employees employed by construction contractors on the TASEZ project may utilise this Dispute Resolution Procedure.

### 2 DECLARATION OF DISPUTE

The employee, as the aggrieved party, shall furnish a written statement of dispute containing particulars of the issue in dispute to the other party, at the level of the individual contractor and to the Contractors' ER Coordinator, within three (3) working days of the occurrence of the issue in dispute. Such notice shall set out the nature of the dispute and the proposed terms of settlement. The employee may be represented by a fellow employee of his/her choosing.

### 3 ANSWERING STATEMENT

Within one (1) working day of a receipt of the written statement of dispute, the answering party (i.e. the contractor, being the employer of the aggrieved party) shall present the aggrieved party and the Contractors' ER Coordinator, a written answering statement. The answering statement shall respond to the allegations in the statement of dispute, and shall further set out a statement of the answering 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 received by the aggrieved party, and shall attempt to resolve the dispute. Further meetings may be convened by mutual agreement. The Contractors' ER Coordinator shall be kept apprised of developments and may attend the meeting as an observer.

### 5 DISPUTE RESOLUTION MEETING

- 5.1 Should the dispute remain unresolved, after the meeting of the parties, the parties shall convene a meeting being chaired by the Contractors' ER Coordinator, or his/her delegated alternate, to be convened within two (2) working days.
- 5.2 The Chairperson shall be empowered to resolve the issue by applying mediation, fact-finding and/or advisory arbitration.
- 5.3 The Dispute Resolution Meeting shall complete its deliberations within three (3) working days. Failure to do so shall result in the dispute being deemed unresolved.

### 6 CONCILIATION, MEDIATION AND/OR ARBITRATION

Should the parties fail to resolve the dispute at the Dispute Resolution Meeting, then they shall still be entitled to refer the dispute for resolution in accordance with the provisions of the Labour Relations Act.

### 7 VARIATION OF THE PROCEDURE

The parties may by mutual agreement, reduce or extend any timelines detailed herein above, or amend any step referred to in this procedure.