

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID-AFRIKA



Regulation Gazette

No. 10147

Regulasiekoerant

Vol. 585

**Pretoria, 14 March
Maart 2014**

No. 37422

IMPORTANT NOTICE

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IMPORTANT ANNOUNCEMENT

Closing times **PRIOR TO PUBLIC HOLIDAYS** for
**GOVERNMENT NOTICES, GENERAL NOTICES,
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2014

The closing time is **15:00 sharp** on the following days:

- ▶ **13 March**, Thursday, for the issue of Friday **20 March 2014**
- ▶ **20 March**, Thursday, for the issue of Friday **28 March 2014**
- ▶ **10 April**, Thursday, for the issue of Thursday **17 April 2014**
- ▶ **16 April**, Wednesday, for the issue of Friday **25 April 2014**
- ▶ **23 April**, Friday, for the issue of Friday **2 May 2014**
- ▶ **12 June**, Thursday, for the issue of Thursday **20 June 2014**
- ▶ **18 September**, Thursday, for the issue of Friday **26 September 2014**
- ▶ **11 December**, Thursday, for the issue of Friday **19 December 2014**
- ▶ **15 December**, Monday, for the issue of Wednesday **24 December 2014**
- ▶ **19 December**, Friday, for the issue of Friday **2 January 2015**

Late notices will be published in the subsequent issue, if under special circumstances, a late notice is accepted, a double tariff will be charged

The copy for a SEPARATE *Government Gazette* must be handed in not later than three calendar weeks before date of publication

BELANGRIKE AANKONDIGING

Sluitingstye **VOOR VAKANSIEDAE** vir
**GOEWERMENTS-, ALGEMENE- & REGULASIE-
 KENNISGEWINGS ASOOK PROKLAMASIES**

2014

Die sluitingstyd is stiptelik **15:00** op die volgende dae:

- ▶ **13 Maart**, Donderdag, vir die uitgawe van Donderdag **22 Maart 2014**
- ▶ **20 Maart**, Donderdag, vir die uitgawe van Vrydag **28 Maart 2014**
- ▶ **10 April**, Donderdag, vir die uitgawe van Donderdag **17 April 2014**
- ▶ **16 April**, Woensdag, vir die uitgawe van Vrydag **25 April 2014**
- ▶ **23 April**, Vrydag, vir die uitgawe van Vrydag **2 Mei 2014**
- ▶ **12 Junie**, Donderdag, vir die uitgawe van Donderdag **20 Junie 2014**
- ▶ **18 September**, Donderdag, vir die uitgawe van Vrydag **26 September 2014**
- ▶ **11 Desember**, Donderdag, vir die uitgawe van Vrydag **19 Desember 2014**
- ▶ **15 Desember**, Maandag, vir die uitgawe van Woensdag **24 Desember 2014**
- ▶ **19 Desember**, Vrydag, vir die uitgawe van Vrydag **2 Januarie 2015**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word

Wanneer 'n APARTE *Staatskoerant* verlang word moet die kopie drie kalenderweke voor publikasie ingedien word

GOVERNMENT NOTICES
GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID

No. R. 171

14 March 2014

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE BUILDING INDUSTRY (BLOEMFONTEIN):
RENEWAL OF PERIOD OF OPERATION OF COLLECTIVE AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby, in terms of section 32(6)(a)(ii) of the Labour Relations Act, 1995, declare the provisions of Government Notices Nos. R. 221 of 29 February 2008, R. 1324 of 12 December 2008, R. 1124 of 4 December 2009, R. 1164 of 10 December 2010, R. 134 of 24 February 2012 and R. 264 of 12 April 2013, to be effective from 1 January 2015 and for the period ending 31 December 2015.

M N OLIPHANT
MINISTER OF LABOUR

No. R. 171

14 March 2014

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI
YOKWAKHA (BLOEMFONTEIN):
UKUVUSELELWA KWESIKHATHI SOKUSEBENZA KWESIVUMELWANO SABAQASHI
NABASEBENZI**

Mina, **MILDRED NELISIWE OLIPHANT**, onguNgqongqoshe Wezabasebenzi, lapha ngokwesigaba 32 (6)(a)(ii) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngimemezela ukuthhi izihlinzeko zeZaziso zikaHulumeni ezingunombolo R. 221 somhlaka 29 kuNhlolanja 2008, R. 1324 somhlaka 12 kuZibandlela 2008, R. 1124 somhlaka 4 kuZibandlela 2009, R. 1164 somhlaka 10 kuZibandlela 2010, R. 134 somhlaka 24 kuNhlolanja 2012, kanye nesingu R. 264 somhlaka 12 kuMbaso 2013 ziyasebenza kusukela mhlaka 1 kuMasingana 2015 kuze kube mhlaka 31 kuZibandlela 2015.

M N OLIPHANT
UNGCONGQOSHE WEZABASEBENZI

No. R. 172

14 March 2014

LABOUR RELATIONS ACT, 1995**BARGAINING COUNCIL FOR THE BUILDING INDUSTRY
(BLOEMFONTEIN): EXTENSION OF AMENDMENT OF COLLECTIVE
AGREEMENT TO NON-PARTIES**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Building Industry (Bloemfontein)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from 24 March 2014 and for the period ending 31 December 2015.

M N OLIPHANT
MINISTER OF LABOUR

No. R. 172

14 March 2014

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI
NABASEBENZI EMBONINI YEZOKWAKHA (BLOEMFONTEIN):
UKWELULELWA KWESIVUMELWANO SABAQASHI NABASEBENZI
ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXENYE
YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, onguNgqongqoshe Wezemisebenzi, lapha ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezemisebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhuywe lapha, esenziwa uMkhandlu Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Embonini Yezokwakha (Bloemfontein), futhi ngokwesigaba 31 soMthetho Wezobudlelwano Kwezemisebenzi ka-1995, esibopha labo abazebenzayo, sizobopha banke abanye abaqashi nabasebenzi kuleyo Mboni kusukela mhlaka 24 kuNdase 2014 Kuze kube mhlaka- 31 kuZibandlela 2015.

**M N OLIPHANT
UNGQONGQOSHE WEZABASEBENZI**

SCHEDULE**BARGAINING COUNCIL FOR THE BUILDING INDUSTRY (BLOEMFONTEIN)****AMENDMENT OF COLLECTIVE AGREEMENT**

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

Master Builders' and Allied Trades Association (Free State) (MBA (FS))


(hereinafter referred to as the "employers" or the "employer's organisation"), of the one part and the

Amalgamated Union of Building Trade Workers of South Africa (AUBTW)**Noordelike Bouwerkersvakbond (NBV), and****National Union of Mine Workers (NUM)**

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being parties to the Bargaining Council for the Building Industry (Bloemfontein), to amend the Agreement published under Government Notice No. R. 221 of 29 February 2008 as amended by Government Notice No. R. 1324 of 12 December 2008, R. 1124 and R. 1125 of 04 December 2009 and R. 1163 of 10 December 2010, R. 985 of 2 December 2011, 24 February 2012 and R.264 of 12 April 2013.

1: SCOPE OF APPLICATION

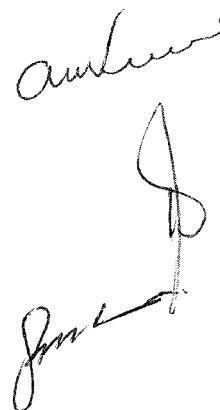
- (1) The terms and conditions of the Agreement shall be observed-
 - (a) in the Magisterial District of Bloemfontein;
 - (b) by all employers who are members of the employers' organisation and by all employees who are members of the trade union(s);
 - (c) by all employers and employees to whom the Minister of Labour may extend this Agreement;
 - (d) by all employers and employees who are directly or indirectly involved in the Building Industry.
- (2) Notwithstanding the provisions of sub-clause (1) the terms of this Agreement shall apply to-



- (a) apprentices only in so far as the terms are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;
 - (b) trainees under the Manpower Training Act, 1981 and the Skills Development Act, 1998, in so far as the terms are not inconsistent with the provisions of that Act or any conditions fixed thereunder;
 - (c) working partners, directors and owners of a building-related business.
- (3) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall not apply to-
- (a) clerical and administrative employees;
 - (b) university students and graduates in Building Science and to construction supervisors, construction surveyors, architects and other persons doing practical work in the completion of their academic training;
 - (c) casual employees as defined in clause 3;
 - (d) non-parties in respect of clause 1 (1) (b) and 2.

2: PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 31 December 2015.

The image shows two handwritten signatures in black ink. The top signature is written in a cursive style and appears to be 'Amber'. The bottom signature is also in cursive and appears to be 'James'.

3. CLAUSE 8: REMUNERATION

Substitute Clause (1), (2)(a), (b) and (c) for the following:-

- (1) **Wages:** (a) General: No employer shall pay and no employee shall accept wages at rates lower than the following:

	Cents
	per hour
(i) Artisans	R37.41
(ii) General workers	R18.70

Calculation of wages: The weekly wage of an employee shall be his hourly wage multiplied by 40, in the case of artisans and all other categories of employees.

- (a) The increase for all category workers shall be 10% of the actual wage
- (b) (2) **Supplementary remuneration and contributions:** (a) Except in respect of a casual employee, every employer shall pay each week to the Secretary of the Council in respect of each category of employee, as stipulated below, the total sum prescribed in Column G hereunder: Provided that such sum shall be allocated as set out hereunder:

(i) Holiday Fund	Column A
(ii) Provident Fund	Column B
(iii) Contributions to Bargaining Council expenses	Column C
(iv) Trade Union subscriptions	Column D
(v) Wage Guarantee Fund	Column E
(vi) Funeral Benefit	Column F
(vii) TOTAL SUM	Column G

Employers	Per week						
	A	B	C	D	E	F	G
	R	R	R	R	R	R	R
All employees earning R18.70 up to and including R21.23 ph	92.40	149.60	2.40	-	0.45	0.49	245.34
All employees earning R21.24 up to and including R25.96 ph	101.20	167.20	2.40	-	0.45	0.49	271.74
All employees earning R25.97 up to and including R30.58 ph	123.20	202.40	2.40	-	0.45	0.49	328.94
All employees earning R30.59 up to and including R37.40 ph	149.60	237.60	2.40	-	0.45	0.49	390.54
All employees earning R37.41 up to and including R41.91 ph	180.40	299.20	2.40	5.00	0.45	0.49	487.94
All employees earning R41.92 and more ph	202.40	334.40	2.40	5.00	0.45	0.49	545.14

(b) Except in respect of a casual employee who works for an employer for less than four weeks, every employer shall deduct each week from the remuneration due to each employee, as stipulated below, the amount prescribed in Column E hereunder: Provided that such sum shall be allocated as set out hereunder:

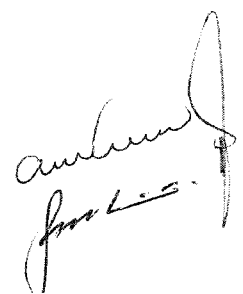
- (i) Holiday Fund Column A
- (ii) Provident Fund Column B
- (iii) Contributions to Bargaining Council Column C
- (iv) Trade Unions Column D
- (iii) TOTAL SUM Column E

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Jan 2014

Employers	Per week				
	A	B	C	D	E
	R	R	R	R	R
All employees earning R18.70 up to and including R21.23 ph	92.40	149.60	0.20	-	242.20
All employees earning R21.24 up to and including R25.96 ph	101.20	167.20	0.20	-	268.60
All employees earning R25.97 up to and including R30.58 ph	123.20	202.40	0.20	-	325.80
All employees earning R30.59 up to and including R37.40 ph	149.60	237.60	0.20	-	387.40
All employees earning R37.41 up to and including R41.91 ph	180.40	299.20	0.20	5.00	484.80
All employees earning R41.92 and more ph	202.40	334.40	0.20	5.00	542.00

(c) Every employer shall, in addition to any remuneration to which an employee may be entitled in terms of clause 8 (1), pay such employee the total sum prescribed in Column C hereunder:

- (i) Holiday Fund Column A
- (ii) Provident Fund Contributions Column B
- (iii) TOTAL SUM Column C



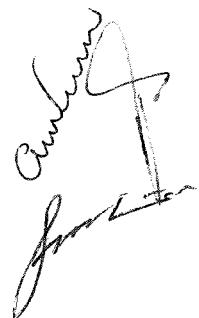
Employers	Per hour		
	A	B	C
	C	C	C
All employees earning R18.70 up to and including R21.23 ph	2.31	1.87	4.18
All employees earning R21.24 up to and including R25.96 ph	2.53	2.09	4.62
All employees earning R25.97 up to and including R30.58 ph	3.08	2.53	5.61
All employees earning R30.59 up to and including R37.40 ph	3.74	2.97	6.71
All employees earning R37.41 up to and including R41.91 ph	4.51	3.74	8.25
All employees earning R41.92 and more	5.06	4.18	9.24

4. CLAUSE 8 : REMUNERATION


Substitute Clause (5)(a) and insert a sub-clause (b):

5. **Allowances** : (a) An employee who is required to work away from his/her residence and who cannot return home after each working day, shall be paid a living away allowance of R35.00 per day in respect of each night spent away from his residence.

(b) Employees who are unable to work due to inclement weather must be paid for at least two (2) hours per day.

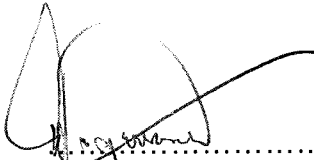


Thus done and signed at Bloemfontein on this 23RD October 2013 for and on behalf of the Bargaining Council for the Building Industry (Bloemfontein).



.....

L HLAELE
VICE-CHAIRPERSON OF THE COUNCIL



.....

W PANSEGROUW
MEMBER OF THE COUNCIL



.....

A C M VAN VUUREN
SECRETARY

No. R. 173

14 March 2014

LABOUR RELATIONS ACT, 1995**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY
OF SOUTH AFRICA: EXTENSION TO NON-PARTIES OF MAIN
COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council for the Electrical Industry of South Africa**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 24 March 2014 and for the period ending 31 January 2017.

M N OLIPHANT
MINISTER OF LABOUR

No. R. 173

14 March 2014

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI****KWABAQASHI NABASEBENZI EMBONINI KAGESI****ENINGIZIMU AFRIKA:****UKWELULWA KWESIVUMELWANO ESAKHA KABUSHA FUTHI****ESICHIBIYELAYO SABAQASHI NABASEBENZI SELULELWA KULABO****ABANGEYONA INGXENYE YESIVUMELWANO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe Wezabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano kwezabasebenzi ka-1995, ngazisa ukuthi isivumelwano phakathi kwabaqashi nabasebenzi esivela kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Kazwelonke Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini kaGesi Eningizimu Afrika**, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka 1995, esibopha labo abasenzayo, sizobopha abanye abaqashi nabasebenzi kuleyomboni kusukela mhlaka 24 ku Ndase 2014 kuze kube ngu 31 kuMasingana 2017.

M N OLIPHANT**UNGQONGQOSHE WEZABASEBENZI**

SCHEDULE

**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY
OF SOUTH AFRICA**

MAIN COLLECTIVE RE – ENACTING AND AMENDING AGREEMENT

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

Electrical Contractors' Association (South Africa)

(hereinafter referred to as the "employers" or the "employers' organisation"),
of the one part, and the

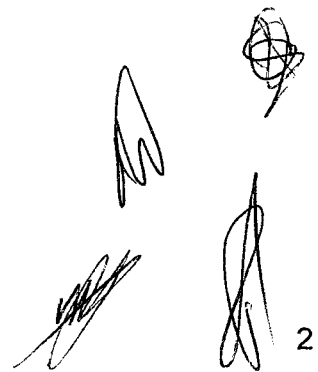
South African Equity Workers' Association,

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being
the parties to the National Bargaining Council for the Electrical Industry of South Africa.
to amend the agreement published under Government Notice R. 485 of 12 July 2013.

Handwritten signatures and initials in the bottom right corner of the page. There are four distinct marks: a large, stylized signature on the left, a smaller signature on the right, a circular stamp or mark at the top right, and a small number '1' at the bottom right.

PART 1**1. SCOPE OF APPLICATION**

- (1) The terms of this Agreement shall be observed –
- (a) by all employers and employees in the Electrical Industry who are members of the employers' organisation and trade union, respectively, who are engaged or employed in the Industry.
 - (b) throughout the whole of the Republic of South Africa, excluding the Magisterial District of Kimberley, within a radius of 20 kilometers from the General Post Office, Kimberley.
- (2) Notwithstanding the provisions of subclause 1(1)., the terms of this Agreement shall apply to apprentices and learners only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981 or the Skills Development Act, 1998, or any conditions prescribed or any notices served in terms thereof.
- (3) For the purposes of this Agreement, the "rate of remuneration" of learners prescribed under the Skills Development Act, 1998, shall be taken to be the weekly wage of such employees, and the "hourly rate" shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.
- (4) The following categories are also excluded:
- (i) Working employers
 - (ii) General Assistant
 - (iii) Administrative Levy – Admin Code
 - (iv) Administrative staff – Non Electrical Workers
 - (v) Managerial Employees



2

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date to be determined by the Minister in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force up to and including 31 January 2017.

2A. SPECIAL PROVISIONS

The provisions of clauses 20, 30, 41(8) and 50 of the Agreement published under Government Notice R. 485 of 12 July 2013 (hereinafter referred to as the "Former Agreement") as further extended, renewed, amended and re-enacted from time to time, shall apply to employers and employees who are members of the parties to the collective agreement

2B GENERAL PROVISIONS

The provisions of clauses 4 to 19, 21 to 29, 31 to 41(7), 41(9) to 49, 51 to 54 and Part II of the Former Agreement (as further extended, renewed, amended and re-enacted from time to time), shall apply to employers and employees

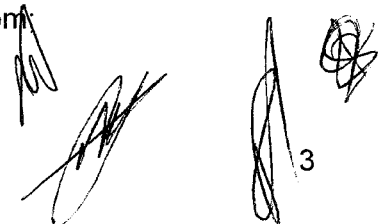
3. EXCLUSIONS

The provisions of this Agreement shall not apply to non-parties in respect of clauses 1(1) (a) and 2 of Part 1 of this Agreement.

4 CLAUSE 5. OF PART I – DEFINITIONS

- (1) In the definition of "abscond" substitute the word "four" for the word "five"
- (2) Substitute the following for the definitions of Area A, B, C, D, E, F, G, H, I, J, K, L, M, N and O:

"Area A" means the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Bronkhorstspuit, Carletonville, Cullinan, Delmas, Germiston, Heidelberg, Johannesburg, Kempton Park, Krugersdorp, Kwamhlanga, Mkokola Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Soshanguve, Soweto, Springs, Vanderbijlpark, Vereeniging, Westonaria, Witbank and Wonderboom



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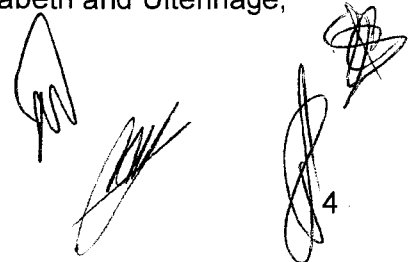
“**Area B**” means the Magisterial Districts of Amersfoort, Balfour, Bethal, Bochum, Brits, Ermelo, Garankuwa, Highveld Ridge, Klerksdorp, Kriel, Malamulela, Mankwe, Mhala, Middelburg (Mpumalanga), Mmabatho, Mokerong, Moretele, Nelspruit, Nsikazi, Phokwani, Pietersburg, Piet Retief, Pongola, Potchefstroom, Rustenburg, Seshego, Standerton, Thabamopo, Themba, Thohoyandou, Volksrust, Wakkerstroom, and White River;

“**Area C**” means the Magisterial Districts of Barberton, Belfast, Bloemfontein, Bloemhof, Bolobedu, Botshabelo, Carolina, Christiana, Coligny, Delareyville, Dzanani, Eerstehoek, Ellisras, Giyani, Groblersdal, Hlangani, Koster, Letaba, Lichtenburg, Lulekani, Lydenburg, Madikwe, Mapulaneng, Marico, Mbibana, Mdutjana, Messina, Moutse, Mutali, Namakgale, Naphuno, Nebo, Nkomazi, Pilgrim's Rest 1 and 2, Phalaborwa, Potgietersrus (only the district north of the Melk River), Schweizer-Reneke, Ritavi, Sekgose, Sekhukhuneland, Soutpansberg, Swartruggens, Thabazimbi, Ventersdorp, Vuwani, Waterberg, Waterval - Boven and Wolmaransstad, and the Municipal Area of Warmbaths;

“**Area D**” means the Magisterial Districts of Bethlehem, Harrismith, Hennenman, Kroonstad, Odendaalsrus, Parys, Ventersburg, Virginia, Welkom and Witsieshoek;

“**Area E**” means the Magisterial Districts of Barkly West, Bethulie, Boshof, Bothaville, Brandfort, Britstown, Bultfontein, Carnarvon, Clocolan, Colesberg, De Aar, Dewetsdorp, Edenburg, Excelsior, Fauresmith, Ficksburg, Fouriesburg, Frankfort, Fraserburg, Gordonia, Hanover, Hartswater, Hay, Heilbron, Herbert, Hoopstad, Huhudi, Jacobsdal, Jagersfontein, Kenhardt, Kimberley (outside a 20 km radius from the General Post Office), Koffiefontein, Koppies, Kudumane, Kuruman, Ladybrand, Lindley, Marquard, Noupoot, Petrusburg, Philippolis, Philipstown, Prieska, Postmasburg, Reddersburg, Reitz, Richmond (Northern Cape), Rouxville, Senekal, Smithfield, Thabanchu, Theunissen, Trompsburg, Victoria West, Viljoenskroon, Vrede, Vredefort, Vryburg, Warrenton, Wepener, Wesselsbron, Williston, Winburg and Zastron;

“**Area F**” means the Magisterial Districts of Motherwell, Port Elizabeth and Uitenhage;



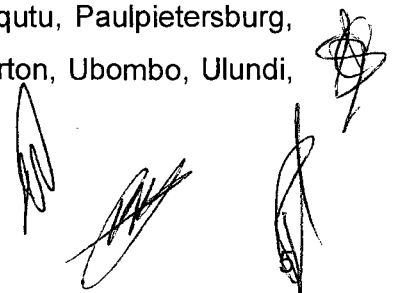
“Area G” means the Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Ladismith, Mossel Bay, Oudtshoorn, Riversdale and Uniondale;

“Area H” means the Magisterial Districts of Aberdeen, Adelaide, Albert, Aliwal North, Barkley East, Bedford, Bizana, Butterworth, Cala Cathcart, Centani, Cofimvaba St Marks, Cradock, Elliot, Elliotdale, Engcobo, Flagstaff, Fort Beaufort, Glen Grey (Lady Frere), Graaff-Reinet, Hankey, Herschel, Hewu, Hofmeyer, Idutywa, Indwe, Jansenville, Keiskammahoek, Kentani, King William's Town, Kirkwood, Komga, Kwabhaca, Lady Grey, Libode, Lusikisiki, Maclear, Maluti, Mdantsane, Middelburg (Eastern Cape), Middledrift, Molteno, Mount Ayliff, Mount Fletcher, Mount Frere, Mpopo, Mqanduli, Mthatha, Murraysburg, Ngqeleni, Nqamakwe, Ntabethemba, Pearston, Peddie, Prince Albert, Qumbu, Queenstown, Siphaxeni, Somerset East, Sterkspruit, Sterkstroom, Steynsburg, Steytlerville, Stutterheim, Tabankulu, Tarka, Tsolo, Tsomo, Umtata, Umzimvubu (Port St Johns), Venterstad, Victoria East, Willowmore, Willowvale, Wodehouse, Xhora and Zwelitsha.

“Area I” means the Magisterial Districts of Bellville, Cape, Goodwood, Kuils River Mitchell's Plain, Simonstown, and Wynberg

“Area J” means the Magisterial Districts of Camperdown, Chatsworth, Durban, Greytown, Inanda, Kranskop, Lions River, Lower Tugela, Ndwedwe, New Hanover, Mapumulu, Pietermaritzburg, Pinetown, Richmond, Umbumbulu, Umlazi, and Umvoti, Valinlena, inclusive of any former self governing territories located therein.

“Area K” means the Magisterial Districts of Alfred, Babanango, Bergville, Bulwer, Colenso, Danhauser, Dundee, Empangeni, Eshowe, Estcourt, Glencoe, Harding, Hlabisa, Impendle, Ingwavuma, Ixopo, Kliprivier, Kokstad, Ladysmith, Louwsburg, Lower Umfolozi, Madadeni, Mahlabitini, Manguzi, Matatiele, Melmoth, Mooi River, Mount Currie, Msinga, Mtonjaneni, Mtunzini, Newcastle, Ngotshe, Nkandla, Nongoma, Nqutu, Paulpietersburg, Polela, Pongola, Port Shepstone, Scottburgh, Simdlangentsha, Turton, Ubombo, Ulundi,



Umzinto, Underburg, Utrecht, Vryheid, Vulamehlo and Weenen, inclusive of any former self governing territories located therein; and Umzimkulu in the Eastern Cape.

“**Area L**” means the Magisterial District of East London;

“**Area M**” means the Magisterial Districts of Atlantis, Gordon’s Bay, Malmesbury, Paarl, Somerset West, Stellenbosch, Strand and Wellington;

“**Area N**” means the Magisterial Districts of Calvinia, Clanwilliam, Hopefield, Morreesburg, Namaqualand, Piketberg, Sutherland, Vanrhynsdorp, Vredenburg and Vredendal,

“**Area O**” means the Magisterial Districts of Bredasdorp, Caledon, Ceres, Heidelberg, Hermanus, Laingsburg, Montague, Robertson, Swellendam, Tulbagh and Worcester.

Note: In the event of any magisterial district being omitted from the above, the Council will determine under which Area such district should be placed.

(3) Substitute the following for the definition of “electrical construction operator, level 2”:

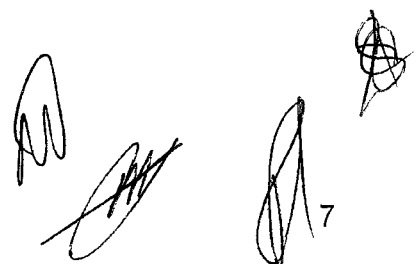
“electrical construction operator, level 2” (hereinafter referred to as ‘Elconop 2’) means an employee who is in possession of proof of proficiency as Elconop 1 issued by the Council as authorised by the Employer, who has attended the prescribed formal training course at an institutionalised training centre accredited by a relevant Sector Education Training Authority (SETA), has undergone on-the-job training and has successfully passed the examination for Elconop 2 at an institutionalised training centre recognised by the Council and accredited by a relevant SETA, and who may be engaged in any or all of the following tasks, and may use the tools necessary to perform such tasks: Provided such tasks are carried out only on new installations or on major renovations to structures or buildings from which the power has been disconnected from the main supply, and are carried out under the supervision of a master installation electrician, an installation electrician, an electrical tester for single-phase, an electrician/artisan or an Elconop 3 –



- (a) placing and drawing in of conductors into wireways
- (b) installing and connecting of lighting, cooker, water heater and low voltage systems including systemised and/or innovative wiring systems, the connection of distribution boards
- (c) installing of under floor heating systems
- (d) jointing of cables using epoxy or other approved means, as well as the connection of such cables on installations where the supply has been switched off
- (e) simple arc gas welding
- (f) performing the work of an electrical assistant, general assistant or Elconop 1
- (g) assisting a master installation electrician, installation electrician, electrical tester for single phase, an electrician/artisan and an Elconop 3.”

(4) Substitute the following for the definition of “electrical construction operator, level 3”:

“electrical construction operator level 3” (hereinafter referred to as ‘Elconop 3’) means an employee who has been employed in the Industry as an Elconop 2 for a continuous period of at least 12 months and has attended the prescribed formal training course at an institutionalised training centre accredited by a relevant Sector Education Training Authority (SETA), has undergone on-the-job training and has successfully passed the examination for Elconop 3 at an institutionalised training centre recognised by the Council and accredited by a relevant SETA, or who is in possession of a registration card issued by the Council recognising him as an Elconop 3.”



Handwritten signatures and initials, including a circled mark and the number 7.

- (5) Insert the following new definition after “Iron, Steel, Engineering and Metallurgical Industry” -

“Lay – off ” means the temporary suspension, without pay, of employment for a minimum of five full consecutive shifts due to a reduction in the volume of work in an establishment or section of an establishment or due to any other economic reason or any other contingency or circumstances beyond the control of the employer.”

- (6) Substitute the following for the definition of “short time”:-

“Short time” means the implementation of reduced working time i.e. lesser number of ordinary hours per day and/or lesser number of days per week, owing to a shortage of work and /or materials and any other justifiable contingencies and/or unforeseen contingencies and/or circumstances beyond the control of the employer.”

5. Insert the following new Clause 12 A after Clause 12:

“12A. LAY - OFF

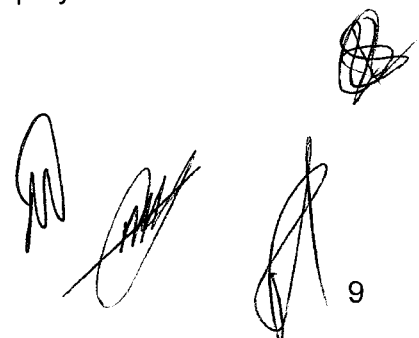
- (a) An employer shall be entitled to lay off an employee temporarily -
- (i) On account of shortage of materials, due to circumstances beyond the control of the employer. Provided that the employer gives his employees two clear working days' notice of his intention to lay them off.
 - (ii) On account of temporary shortage of work: Provided that the employer gives his employees two clear working days' notice of his intention to lay them off.
 - (iii) On account of inclement weather as provided for in terms of Clause 13 of this agreement.
 - (iv) On account of any unforeseen contingencies and circumstances beyond the control of the employer.



- (v) The employer shall within seven working days of commencement of the lay off period notify the Council and any representative trade union if its members are affected, thereof in writing.

Provided further that the employer shall not be liable to pay the employees any remuneration during a lay – off except as specified below.

- (b) If the employer advises the employee on the working day immediately preceding the day on which he is not required to attend or if unforeseen contingencies and/or circumstances beyond the control of the employer in the event of the foregoing circumstances arise, the employer shall not be required to pay wages to his employees, except for the periods actually worked:
- (c) Where the employee is expressly required by the employer to report at the establishment on any one day for the purpose of ascertaining if work will be available, he shall receive not less than four hours' work or pay in lieu thereof, in respect of such day.
- (d) An employee may be laid off/ for a continuous period not exceeding 20 working days. If at the end of such period the employer wishes to extend the period up to a maximum period of a further 20 days, the employee shall first be given the option of being retrenched in accordance with Clause 27(5) of the main collective agreement. Provided that if the employee opts for a second period of lay-off of up to a maximum of 20 working days, the employer shall commence the retrenchment procedure not later than 10 working days before the expiry of the second lay off period.
- (e) Employees on lay – off may engage in any other employment for remuneration during the duration of the lay – off.
- (f) Should an employee on lay – off not return to employment within 4 working days of the due date, the employee shall be deemed to have terminated employment with the employer, unless the absence is due to a disabling reason.
- (g) Should an employee find alternative employment during any lay –off period, he must inform the employer within 3 working days of finding such employment.”



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6. CLAUSE 9.OVERTIME AND PAYMENT FOR WORK ON SUNDAYS AND PUBLIC HOLIDAYS

In subclause (2) insert the following new paragraph (e)

“(e) Notwithstanding the provisions of subclause (2) (a) to (d) of this clause an employee earning in excess of the earnings threshold of R193 805.00 as published in terms of Government Gazette No. 36620, Government Notice No. 456 dated 1 July 2013 and as amended from time to time shall not be entitled to be paid overtime unless mutually agreed to with his employer.”

7. CLAUSE 16.ANNUAL LEAVE AND ANNUAL SHUTDOWN

Substitute the following for subclause (1)(a)(v):

“Notwithstanding the provisions of this clause no employee shall be entitled to take leave due within the first 25 days of employment.”

8. CLAUSE 33.REGISTRATION OF EMPLOYERS AND EMPLOYEES

(1) In subclause (1) (a) (vii) insert the words “residential addresses” after the words “....categories of employment, “

(2) In subclause (1) (a) add the following new paragraph (x):

The Council will not register any person as an employer who is registered as an employee in the industry unless he or she has the written permission of their employer to do so.

9. CLAUSE 35. TRAINING OF EMPLOYEES

In subclause (5) substitute the word “after” for the word “prior”. :



10. CLAUSE 52.RESOLUTION OF DISPUTES

In subclause (1)(h), insert the following after the words “.....to enforce a collective agreement.”



“In the event that the Council has to instruct a debt collecting agency or a legal practitioner to collect and or to litigate in respect of any amount due to it by the defaulter in terms of any arbitration award, the defaulter will also be liable in terms of this clause for payment of any commission and any other litigation costs incurred in the enforcement and collection thereof.”

PART II

11. CLAUSE 1(1) OF PART II – ALLOWANCES.

(1) In subclause (1) (e) (ii), substitute “R97.92” for “R85.00”.

In subclause (1) (e) (ii) Delete the words “Provided that with effect from the date of coming into operation of the agreement the employee shall be paid a subsistence allowance of R90.00 per night” and substitute the following therefore.

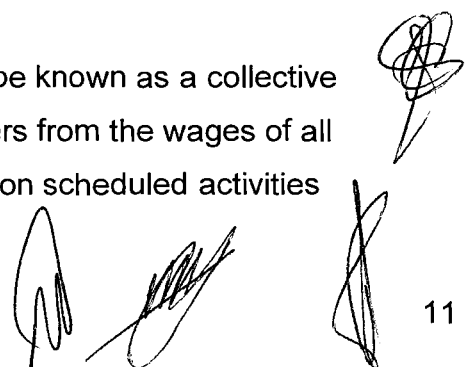
“For the period 01 February 2015 to 31 January 2016 the subsistence allowance will increase equal to the previous year’s July CPI + 1%.”

“For the period 01 February 2016 to 31 January 2017 the subsistence allowance will increase equal to the previous year’s July CPI + 1%.”

Insert the following new clause 2A: COLLECTIVE BARGAINING LEVY

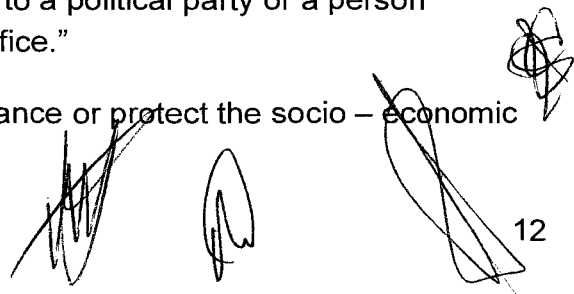
“2A: COLLECTIVE BARGAINING LEVY

- (1) The purpose of the Collective Bargaining Levy is to subsidise the costs occasioned by collective bargaining on the parties to the Council including but not limited to consulting non parties and mandate seeking, feedback to such parties, facilitation of collective bargaining and related activities to increase the representative capacity of bargaining units.
- (2) Subject to provisions of this clause a levy, to be known as a collective bargaining levy shall be deducted by employers from the wages of all employees who are employed in the Industry on scheduled activities



covered by the National Bargaining Council for the Electrical Industry of South Africa's Agreements and who are not members of a trade union which is a party to the National Bargaining Council for the Electrical Industry of South Africa. These collective bargaining levy monies so deducted shall be paid to the Council monthly in an amount as specified below:

- (3) All scheduled employees who are not members of party trade union(s) shall pay a levy of R7.00 per week from the date of coming into operation of the agreement to 31 January 2017.
- (4) Every employer who is not a member of an employer's organisation party to the National Bargaining Council for the Electrical Industry of South Africa (a non –party employer) who is engaged in the Industry as defined, shall pay a monthly collective bargaining levy to the Council in an amount as specified below:
- (5) All employers who are not members of the party employer(s) organisation(s) shall pay an amount of R10.00 per scheduled employee per week from the date of coming into operation of the agreement to 31 January 2017.
- (6) The monies will be used to fund the costs of collective bargaining activities of the parties to the Council from time to time. The National Finance Committee shall receive applications for the funding of such activities as contemplated in sub clause (1) and make recommendations to the National Council. The National Council will in session ratify any recommendations made by the National Finance Committee. The funds will be paid to the applicant party providing the criteria for approved funding have been met.
- (7) The Council shall deposit all monies received in terms of the above into a separate bank account administered by the Council.
- (8) The Collective bargaining levy may not be used –
 - (a) to pay an affiliate fee to a political party.
 - (b) to make a contribution in cash or kind to a political party or a person standing for election to any political office.”
 - (c) for any expenditure that does not advance or protect the socio – economic



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interests of employees.

- (9) Employees who are not members of the party trade union(s) are not compelled to become members of that trade union.

Employers who are not members of the party employer organisation(s) are not compelled to become members of that employer organisation.

- (10) A conscientious objector may request the employer to pay the amount deducted from that employee's wages into a fund administered by the Department of Labour.
- (11) The registered party trade union(s) and employer organisation(s) will keep records and books according to the standards of generally accepted accounting practice, principles and procedures.
- (12) The registered party trade union(s) and employer organisation(s) will provide information to the Registrar in terms of Section 100 of the Labour Relations Act 66 of 1995 as amended.

12. CLAUSE 4 OF PART II - SCHEDULE OF WAGES AND/OR EARNINGS.

Substitute the following minimum wage rates for the categories listed below:

AREAS 'A', 'B', 'C', 'D', 'E'

Category	AREA A Rand Per hour	AREA B Rand Per hour	AREA C Rand Per hour	AREA D Rand Per hour	AREA E Rand Per hour
Master installation electrician	86.59	76.14	72.73	55.44	54.17
Installation electrician	79.74	70.14	65.33	51.04	49.83
Electrical tester for single phase	72.77	64.01	60.96	46.54	45.50
Electrician, artisan and DAM	69.25	60.88	56.78	44.37	43.39
Elconop 3	50.45	44.37	41.29	32.20	31.49
Elconop 2	43.38	38.26	35.35	27.65	27.07
Elconop 1	27.68	24.48	22.45	18.12	17.24
Storeman	27.68	24.48	22.45	18.12	17.24
Driver of a vehicle, the unladen mass of which is -					

(a) Up to 3 500 kg	28.98	25.47	23.78	18.57	18.15
(b) from 3 501 kg to 9 000 kg	34.28	30.16	28.08	21.92	21.40
(c) 9 001 kg and over	38.11	33.48	31.18	24.35	23.78
Electrical assistant	23.64	20.78	19.15	15.03	14.71
General Assistant	17.73	15.59	14.36	11.27	11.03
Apprentice Stage 4	48.47	42.63	39.77	31.06	30.37
Apprentice Stage 3	34.64	30.45	28.40	22.20	21.69
Apprentice Stage 2	31.17	27.41	25.57	19.95	19.52
Apprentice Stage 1	26.32	23.15	21.58	16.86	16.48

AREAS 'F', 'G', 'H

Category	AREA F	Area G	Area H
	Rand Per hour	Rand Per hour	Rand Per hour
Master installation electrician	62.76	54.66	52.00
Installation electrician	57.74	50.30	47.85
Electrical tester for single phase	51.36	45.91	43.65
Electrician, artisan and DAM	51.01	43.73	41.56
Elconop 3	37.08	32.26	32.26
Elconop 2	32.73	28.49	27.13
Elconop 1	21.47	18.51	17.54
Storeman	21.47	18.51	17.54
Driver of a vehicle, the unladen mass of which is -			
(a) Up to 3 500 kg	20.60	17.96	17.10
(b) from 3 501 kg to 9 000 kg	24.19	21.07	20.01
(c) 9 001 kg and over	26.84	23.37	22.24
Electrical assistant	20.63	17.69	16.84
General Assistant	15.47	13.27	12.63
Apprentice Stage 4	35.72	30.61	29.11
Apprentice Stage 3	25.51	21.87	20.79
Apprentice Stage 2	22.96	19.67	18.70
Apprentice Stage 1	19.39	16.61	15.79





AREAS 'I', 'J', 'K', 'L'

Category	AREA I Rand Per hour	AREA J Rand Per hour	AREA K Rand Per hour	AREA L Rand Per hour
Master installation electrician	81.87	86.59	76.14	66.96
Installation electrician	79.37	79.74	70.13	61.56
Electrical tester for single phase	68.81	72.77	64.02	56.25
Electrician, artisan and DAM	65.54	69.25	60.88	53.52
Elconop 3	48.84	50.45	44.37	38.91
Elconop 2	46.03	43.38	38.25	33.31
Elconop 1	31.60	27.68	24.47	21.19
Storeman	31.60	27.68	24.47	21.19
Domestic appliance repairer		32.52	28.63	
Driver of a vehicle, the unladen mass of which is -				
(a) Up to 3 500 kg	27.81	28.98	25.46	25.96
(b) from 3 501 kg to 9 000 kg	31.51	34.28	30.16	29.04
(c) 9 001 kg and over	35.44	38.10	33.48	37.66
Electrical assistant	25.84	23.64	20.80	18.09
General Assistant	19.38	17.73	15.60	13.57
Apprentice Stage 4	45.88	48.48	42.62	37.46
Apprentice Stage 3	32.77	34.64	30.44	26.76
Apprentice Stage 2	29.49	31.15	27.41	24.09
Apprentice Stage 1	24.91	26.32	23.14	20.33

AREAS 'M', 'N', 'O'

Category	AREA M Rand Per hour	AREA N Rand Per hour	AREA O Rand Per hour
Master installation electrician	69.59	54.17	54.66
Installation electrician	67.47	49.83	50.30
Electrical tester for single phase	58.48	44.31	45.91
Electrician, artisan and DAM	55.71	43.39	43.73

Elconop 3	41.52	31.49	32.26
Elconop 2	39.12	27.06	28.49
Elconop 1	26.85	17.25	18.51
Storeman	26.85	17.25	18.51
Driver of a vehicle, the unladen mass of which is -			
(a) Up to 3 500 kg	23.64	18.15	17.96
(b) from 3 501 kg to 9 000 kg	26.79	21.40	21.07
(c) 9 001 kg and over	30.13	23.80	23.37
Electrical assistant	21.97	14.71	17.69
General Assistant	16.47	11.03	13.27
Apprentice Stage 4	39.00	30.37	30.61
Apprentice Stage 3	27.86	21.70	21.87
Apprentice Stage 2	25.07	19.53	19.68
Apprentice Stage 1	21.17	16.49	16.62

13. CLAUSE 5: GUARANTEED MINIMUM INCREASES AND OFF-SET .

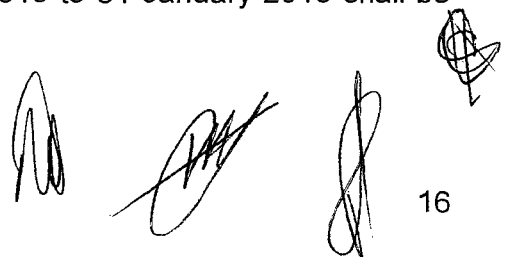
(1) Substitute subclause (1) with the following:

“The wage increases for the period 1 February 2014 to 31 January 2015 shall be increased as follows:

All employees earning the prescribed minimum wages shall receive a wage increase of not less than 8.8% as prescribed in Clause 4 Part II of above.

Every employee for whom wages are prescribed in this Agreement and who, on the date on which this Agreement comes into operation, is employed by an employer in the Industry, shall while in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate prescribed for him in this Agreement, receive a wage increase of not less than 7% of the actual wage rate he was receiving immediately prior to the said date.

The wages increases for the period 1 February 2015 to 31 January 2016 shall be increased as follows:



All employees earning the prescribed minimum wages shall receive an increase equal to the previous year's July CPI + 1%;

All other the employees earning in excess of the prescribed minimum wages shall receive an increase equal to the previous year's July CPI.

The wages increases for the period 1 February 2016 to 31 January 2017 shall be increased as follows:

All other employees earning the prescribed minimum wages shall receive an increase equal to the previous year's July CPI + 1%;

All other employees earning in excess of the prescribed minimum wages shall receive an increase equal to the previous year's July CPI.

Provided that if the July year on year consumer price index (CPI) is in excess of 7.5% or below 5%, the parties to the Council will renegotiate wages only for that period.

(1)(a) Prescribed minimum wage rates and wage rates in excess of the prescribed minimum wages

Should the publication of this Collective Agreement be delayed for any reason, any employers who have not granted the increase before the coming into operation of the Agreement shall grant an additional increment of one twelfth of the applicable increase for each month the increase was not granted: Provided the maximum number of months for the granting of such additional increment shall not exceed three months.

The following additional percentage must be added to the prescribed minimum wage rates:

(a) Employers who granted the increase in Feb 2014 are not required to make any adjustment. (This includes any employer that granted the increases on or after the 1st January 2014 as prescribed in Clause 4 and Clause 5(1) above.)



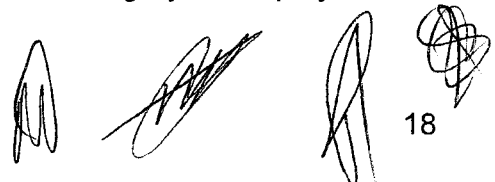
- (b) Employers who granted the increase in March 2014 are required to increase the wage by an additional 0.73% for the remaining 11 months.
- (c) Employers who granted the increase in April 2014 are required to increase the wage by an additional 1.46% for the remaining 10 months.
- (d) Employers who granted the increase in May 2014 are required to increase the wage by an additional 2.2% for the remaining 9 months.”

“Provided that on the 1st of February 2015 all employees who were earning the prescribed minimum wage rate for their category of employment in February 2014 will revert to the prescribed minimum wage rates of 8.8% as published above”.

“The following additional percentage must be added to the wage rates of employees earning in excess of the prescribed minimum wages:

- (e) Employers who granted the increase in Feb 2014 are not required to make any adjustment. (This includes any employer that granted the increases on or after the 1st January 2014 as prescribed in Clause 4 and Clause 5(1) above.)
- (f) Employers who granted the increase in March 2014 are required to increase the wage by an additional 0.58% for the remaining 11 months. .
- (g) Employers who granted the increase in April 2014 are required to increase the wage by an additional 1.16% for the remaining 10 months.
- (h) Employers who granted the increase in May 2014 are required to increase the wage by an additional 1.74% for the remaining 9 months.”

“Provided that on the 1st of February 2015 all employees who were earning in excess of the prescribed minimum wage rate for their category of employment in



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February 2014 will revert to the wage rates they would had been earning had the 7% increase been applied in February 2014.”

(2) Substitute subclause (2) with the following:

“The guaranteed minimum increase referred to in Clause 4 and Clause 5 (1) above shall be subject to the provision that any increase granted on or after 1 January 2014 may be off-set by the employer when calculating the guaranteed minimum increase and any increase granted on or after date of publication may be off-set by the employer when calculating the guaranteed minimum increase.”.

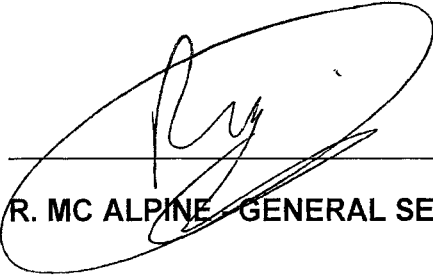
14. EXTENSION OF AGREEMENT

This Agreement will have no force and effect unless it is published by the Minister of Labour in the Government Gazette and extended to non-parties.

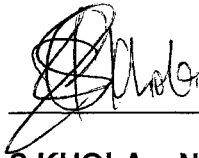


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SIGNED AT **BRAAMFONTEIN** AS AUTHORISED FOR AND ON BEHALF OF THE PARTIES TO THE COUNCIL, THIS **5th DAY OF NOVEMBER 2013**.



R. MC ALPINE – GENERAL SECRETARY - SAEWA



S KHOLA – NATIONAL LABOUR DIRECTOR- ECA (SA)



D VAN DEVENTER AND M MFIKOE – ACTING NATIONAL GENERAL SECRETARY

**DEPARTMENT OF SOUTH AFRICAN REVENUE SERVICE
DEPARTEMENT SUID-AFRIKAANSE INKOMSTEDIENS**

No. R. 174

14 March 2014

**CUSTOMS AND EXCISE ACT, 1964
AMENDMENT OF RULES (DAR/135)**

Under section 120 of the Customs and Excise Act, 1964, the rules published in Government Notice R.1874 of 8 December 1995 are amended to the extent set out in the Schedule hereto.



VISVANATHAN PILLAY

ACTING COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE

SCHEDULE

By the substitution in item 202.00 of the Schedule to the rules for forms DA 185 and DA 185.4A5 of the following forms:

“DA 185	Application form: Registration / Licensing of Customs and Excise Clients
DA 185.4A5	Registration Client Type 4A5 - Special Manufacturing Warehouse: APDP”



DA 185

APPLICATION FORM: REGISTRATION / LICENSING OF CUSTOMS AND EXCISE CLIENTS

For official use

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1. NOTES FOR COMPLETION OF THE DA 185 AND ITS ANNEXURES

1. Where the asterisk (*) appears, delete whichever is not applicable.
2. Indicate with an "X" in the appropriate block(s) whichever is applicable.
3. Complete the appropriate annexure.
4. If the space provided on form DA185 and applicable annexure(s) is insufficient, the information must be furnished on a separate page, which must be attached to the form DA185 and the annexures.
5. Reflect the relevant customs and excise client number, customs and excise warehouse number or rebate user number when applying for the amendment of existing information or for a total cancellation per client type.
6. Where security must be furnished complete and submit annexure DA 185.C.
7. A foreign principal must complete and submit annexure DA 185.D.
8. Complete and submit (if applicable) the appropriate prescribed agreement.
9. All Customs and Excise forms are available on the SARS website (www.sars.gov.za) or at any SARS branch office.

2. EXISTING REGISTRANT/LICENSEE PARTICULARS

If currently registered/licensed with SARS, please state allocated customs client number.

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3. NATIONALITY

Natural person, who is:	Juristic person, that is:
Located in the RSA: Yes <input type="checkbox"/> No <input type="checkbox"/>	Located in the RSA: Yes <input type="checkbox"/> No <input type="checkbox"/>

4. PURPOSE OF APPLICATION

New Registration/Licensee or renewal: <input type="checkbox"/>	Amendment of existing information: <input type="checkbox"/>	Cancellation: <input type="checkbox"/>
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5. ANNEXURES

Annexure	Purpose	Tick box	Annexure	Purpose	Tick box
DA 185 4A1	Importer (Local or Foreign)	<input type="checkbox"/>	DA 185 4B1	Special Manufacturing Warehouse – (Section 21 and the rules thereto)	<input type="checkbox"/>
DA 185 4A2	Exporter (Local or Foreign)	<input type="checkbox"/>	DA 185 4B2	Manufacturing Warehouse – (Sections 19A, 27 and 54E and Chapter VA and the rules thereto)	<input type="checkbox"/>
DA 185 4A2	Exporter for SADC, TDCA and SACU/EFTA – (rule 59A.01, rule 49A, B and C)	<input type="checkbox"/>	DA 185 4B3	Storage Warehouse	<input type="checkbox"/>
DA 185 4A2 (Section A) & Form DA 46A1.02	Exporter for AGOA – (rules 46A1.02)	<input type="checkbox"/>	DA 185 4B4	Special Storage Warehouse (Sections 19A and 21 and the rules thereto)	<input type="checkbox"/>
DA 185 4A2 (Section B) & Form DA 49A.02	Approved Exporter – TDCA or SACU/EFTA – (rules 49A.18 (19), (20) and 49D.18(19)(20))	<input type="checkbox"/>	DA 185 4B5	Clearing Agent – (Section 64B and the rules thereto)	<input type="checkbox"/>
DA 185 4A2 (Section C) & Form DA 46A.01	Exporter for GSP (various countries) - (relevant rules for section 46A)	<input type="checkbox"/>	DA 185 4B6	Remover of goods in Bond (Local or Foreign) – (Section 64D and the rule thereto)	<input type="checkbox"/>
DA 185 4A3	Rebate User (Schedule Nos. 3, 4 and 6) - (Section 75 and the rules thereto)	<input type="checkbox"/>	DA 185 4B7	Distributor of Fuel – (Section 64F and the rules thereto)	<input type="checkbox"/>
DA 185 4A4 & DA46A1.03	Manufacturer – (Section 46)	<input type="checkbox"/>	DA 185 4B8	Special Ad Valorem Manufacturing Warehouse – (Section 36A and the rules thereto)	<input type="checkbox"/>
DA 185 4A5	Special Manufacturing Warehouse: APDP	<input type="checkbox"/>	DA 185 4B9	Storage Warehouse (Customs Controlled Area Enterprise) – (Sections 19A, 21, 21A and Rule 21A.10)	<input type="checkbox"/>
DA 185 4A6	Electronic Communication with SARS – (Section 101A and the rules thereto)	<input type="checkbox"/>	DA 185 4B10	Manufacturing Warehouse (Customs Controlled Area Enterprise) – (Sections 19A, 21A, 27 and Rule 21A.10)	<input type="checkbox"/>

DA 185 4A7 & Form DA 46A.02	Producer – (rules 46A2.18)	<input type="checkbox"/>	DA 185 C	Security Particulars	<input type="checkbox"/>
DA 185 4A8	Commercial manufacturer of biodiesel – (Section 37B and rule 37B.02(b))	<input type="checkbox"/>	DA 185 D	Nomination of registered agent by foreign principal	<input type="checkbox"/>
5. ANNEXURES (continued)					
DA 185 4A9	Non-commercial manufacturer of biodiesel – (Section 37B and rule 37B.02(a))	<input type="checkbox"/>			
DA 185 4A10	Manufacturer in terms of drawback items 501.00 to 521.00 (Note 2(a) to Part 1 of Schedule No. 5)	<input type="checkbox"/>			
DA185 A11	Industrial Development Zone Operator and/or designation of a Customs Controlled Area (CCA) – (Sections 21A and Rule 21A.04)	<input type="checkbox"/>			
DA 185 4A12	Electricity Producer – (Chapter VA and the rules thereto)	<input type="checkbox"/>			
DA 185 4A13	Registered Agent	<input type="checkbox"/>			

6. BUSINESS / PERSON PARTICULARS

Registered name of business or name of applicant: _____

Business address: Street name and number: _____

Building name and floor number: _____

Suburb: _____

City/Town: _____ Street code: _____

Postal address: _____

Suburb: _____

City/Town: _____ Postal code: _____

Business Telephone (including code): Code: (____) Tel. (____) Fax number (including code): Code: (____) Fax: (____)

Business e-mail address: _____

7. SOUTH AFRICAN BANK ACCOUNT DETAILS

Mark if you do not have a local savings or cheque account Account No: _____

Branch Name: _____ Branch No: _____

Bank Name: _____ Cheque: Savings: Transmission:

Account Holder Name: _____

8. SARS REVENUE IDENTIFICATION NUMBERS (if applicable)

i. VAT Registration Number: 4 _____ ii. Income Tax Reference Number: _____

iii. PAYE Reference Number: 7 _____ iv. SDL Reference Number: L _____

v. UIF Reference Number: U _____

9. NATURE OF BUSINESS

Company	Close Corporation	Trust	Sole Proprietor / Individual	Partnership
Co-op	Public Authority	Foreign Individual	Foreign / External Company	Sole Proprietor

Company / Close Corporation / Trust* Registration Number: _____

10. PARTICULARS OF SOLE PROPRIETOR / INDIVIDUAL / DIRECTORS AND / OR PARTNERS

i. Initials: _____ First Name/s: _____

Surname: _____

Capacity: _____

ID / Passport No: _____ Passport Country (e.g. South Africa = ZAF) _____

ii. Initials:					First Name/s:	
Surname:						
Capacity:						
ID / Passport No:						Passport Country (e.g. South Africa = ZAF)
iii. Initials:					First Name/s:	
Surname:						
Capacity:						
ID / Passport No:						Passport Country (e.g. South Africa = ZAF)

11. PUBLIC OFFICER / REPRESENTATIVE						
Surname:						
First Name:						
Telephone (including code):	Code: ()	Tel. ()	Fax number (including code):	Code: ()	Fax: ()	
E-mail address:					Cellular Phone Number:	()
Public Officer:	<input type="checkbox"/>	Curator/Trustee:	<input type="checkbox"/>	Partner:	<input type="checkbox"/>	Accounting officer / Treasurer / Financial Officer: <input type="checkbox"/>
						Other, please specify:

12. INFORMATION REGARDING CONTRAVENTIONS AND OTHER MATTERS			
Please indicate whether during the preceding five years, any person contemplated in the rules for section 59A or 60:-			
(a) Has contravened or failed to comply with the provisions of the Act.	Yes:		No:
(b) Has failed to comply with any condition, obligation or other requirement imposed by the Commissioner.	Yes:		No:
(c) Has been convicted of any offence under the Act.	Yes:		No:
(d) Has been convicted of any offence involving dishonesty.	Yes:		No:
(e) Has made any false or misleading statement in any material respect or omitted to state any material fact which was required to be stated in any application for registration or for any other purpose under the Act.	Yes:		No:
(f) Has ever been insolvent or in liquidation.	Yes:		No:
Note: • If the answer is "yes" to any of the above questions, full details must be furnished on a separate page and attached to the application. • Any applicant may, where it is contended in respect of paragraphs (a) and (b) that the contravention or failure was inadvertent, without fraudulent intent or gross negligence, a submission to this effect should be furnished on a separate page and attached to the application.			

13. DOCUMENTS IN SUPPORT OF APPLICATION
The following information / documents not older than 3 months must be submitted with this application form.
Natural person or juristic person located in the RSA
<ul style="list-style-type: none"> One of the following documents to prove bank details i.e. the account holder's name, bank account number and bank branch code: <ul style="list-style-type: none"> An original bank statement or a legible certified copy of an original bank statement; An original letter from the bank; or An original auto bank statement. Original or certified copies of the following documents (whichever is relevant): <ul style="list-style-type: none"> Registration certificate of business (as issued by the Registrar of Companies or Master of the Supreme Court in the case of a Trust); Resolution/consent or other authority to apply, as applicable; Municipal account to confirm the address details; Detailed site plan in the case of a warehouse or a rebate store; Agency Contract between agent and foreign principal; DA 185.D to prove nomination by a foreign principal in the case of an application for a registered agent; VAT, IT, PAYE, SDL, UIF letters from SARS to confirm revenue registration details; A fixed telephone line operator's and/or cell phone account to confirm contact details; In the case of Annexures DA 185.4B9 and DA 185.4B10, a letter to the applicant signed by the IDZ Operator on his or her own letter-headed paper approving the allocation of land in the CCA; Identity/passport documents of – <ul style="list-style-type: none"> Individual Partnership, Close Corporation and Trust (All Members / Partners / Trustees) Company (All Directors, including Managing Director and Financial Director) Court order in the case of an emancipated minor Any other information as the Commissioner for SARS may require.
Natural person or juristic person not located in the RSA
<ul style="list-style-type: none"> Original or certified copies of the following documents (whichever is relevant): <ul style="list-style-type: none"> Agency Contract between applicant and agent (with an established place of business in the RSA) other than clearing agent; VAT letters from SARS to confirm revenue registration details (if applicable); Proof of company registration from the relevant competent authority in the foreign country; Identity document or passport; and Court order in the case of an emancipated minor Any other information as the Commissioner for SARS may require.

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14. DECLARATION:

I hereby-

(a) declare that the particulars in the application and all enclosures are true and correct; and

(b) undertake to-

(i) inform the SARS immediately of any changes in the particulars furnished in the application;

(ii) comply with the customs and excise laws and procedures.

_____ (Initials and Surname) _____ (Status / Capacity, e.g. Director)

_____ (Signature) _____ (Date & Place)

15. FOR OFFICIAL USE ONLY

I, _____ Team Member, at _____ Office hereby certify / confirm

Full name and surname *Branch Office name*

that the applicant / representative*:

- Visited this office in person;
- Is in fact the person reflected on his/her identification document/passport*; and
- Is the person as is reflected on the letter of authority (where applicable).

_____ *Team Member: SID* _____ *Team Member: Signature* _____ *Date*

I, _____ Team Leader, at _____ Office hereby certify / confirm

Full name and surname *Office name*

that the applicant / representative*:

- Visited this office in person;
- Is in fact the person reflected on his/her identification document/passport*; and
- Is the person as is reflected on the letter of authority (where applicable).

_____ *Team Leader: SID* _____ *Team Leader: Signature* _____ *Date*



ANNEXURE DA 185.4A5

REGISTRATION CLIENT TYPE 4A5 - SPECIAL MANUFACTURING WAREHOUSE: APDP

Trading Particulars:
 Please supply all trade names and physical addresses if the business is conducted from a different address or under a different name as that stated in Block 5 of the application form (DA 185).

Trade name of business:	
Customs Client Number (if already registered)	
Physical address: Street name and number:	
Building name and floor number:	
Suburb:	
City/Town:	
Street code:	

Authority to apply:
 I/We,

 (name of applicant)
 herein represented by:
 (1) (2)
 (Capacity) (Capacity)
 being duly authorised thereto by virtue of –
 (a) *a resolution passed at a meeting of the Board of Directors, held at
 on the day of (CCYY); or
 (b) *express consent in writing of all the members of the close corporation /* partners of the partnership /*
 trustees of the trust; or
 (c) * being a person having the management of any other association; or
 (d) * delegated officer of an organ of state,
 hereby apply for registration of a Special Manufacturing Warehouse for APDP purposes.

Warehouse Particulars:
 Please state the rebate item(s), tariff subheading(s) / item(s) (if applicable); and describe the goods that will be manufactured or stored in the warehouse.

Rebate item(s)	Tariff subheading(s) / item(s)	Rebate Code	Description of goods manufactured / stored
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			
(8)			
(9)			
(10)			
(11)			
(12)			

Continues overleaf

